

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

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

Grantee: City of Des Moines

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

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Additional Legal(s) on: \_\_\_\_\_

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

IN CONSIDERATION of the approved City of Des Moines \_\_\_\_\_ 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 Des Moines, a municipality of the state of Washington and its municipal successors in interest and assigns, 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) 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/or 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 Des Moines for the 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 Des Moines 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 Des Moines Municipal Code ("DMCC") 11.20.080 or relevant municipal successor's codes as applicable.

3. If the City of Des Moines determines that maintenance or repair work is required to be done to any of the stormwater facilities or BMPs, the Director of Planning, Building and Public Works ("PBPW") shall give notice of the specific maintenance and/or repair work required pursuant to DMMC 11.20.080(3) or relevant codes as applicable. The Director shall 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 Director, the City may perform the required maintenance or repair, 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 PBPW Director 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. If at any time the City of Des Moines reasonably determines that a stormwater facility or BMP on the Property creates a hazardous condition, the City may take immediate measures necessary to eliminate the hazardous situation in accordance with DMMC 11.20.080(3)(d).

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, each party is responsible for their own costs and fees.

6. The Owners are hereby required to obtain written approval from the City of Des Moines PBPW Director 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 stormwater facilities and BMPs referenced in this Declaration of Covenant.

7. 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.

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 whether oral or written.

9. This Declaration of Covenant is intended to protect the value and desirability of the real property described above, and shall inure to the benefit of all the citizens of the City of Des Moines. This Declaration of Covenant shall run with the land and be binding upon Grantor(s), and Grantor's(s') successors in interest, and assigns.

IN WITNESS WHEREOF, this Declaration of Covenant for the Inspection and Maintenance of Stormwater Facilities and BMPs is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR, Owner of the Property

On this day personally appeared before me:

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Printed Name \_\_\_\_\_  
 Notary Public in and for the State of  
 Washington, Residing at \_\_\_\_\_  
 My Appointment Expires: \_\_\_\_\_