

**CITY OF DUPONT
AGREEMENT FOR INSPECTION AND MAINTENANCE OF PRIVATELY
MAINTAINED STORM DRAINAGE FACILITIES**

Declaration of Covenant

In consideration of approval of the development known as _____, relating to real property legally described as follows:

The undersigned, as owner(s), covenant and agree that:

1. The owner and subsequent owners of the above described property shall maintain the approved storm drainage system shown on Exhibit A in compliance with the Operation and Maintenance Schedule, Exhibit B.
2. The owner shall, in accordance with the Operation and Maintenance Schedule, record and log maintenance performed. The Operation and Maintenance records shall be retained by the Owner for a minimum of three years and shall be available to the City for inspection at all reasonable times.
3. The owner shall provide access to the storm drainage system at reasonable times for regular inspection by the City or its authorized representative to ensure that the facility is maintained in proper working condition in accordance with the Operation and Maintenance Schedule.
4. If at any time, in accordance with the Operations and Maintenance Schedule, the City of DuPont reasonably determines that maintenance or repair work is required to be done to the existing, approved storm drainage facilities installed on the property described above the City shall give the current owner seven days notice that the City intends to perform such maintenance or repairs, or to have them performed by others.
5. If the owner has not completed or is not diligently pursuing the repair or maintenance of the system and it becomes necessary for the City of DuPont to perform the work, the current owners will assume responsibility for the cost of such maintenance or repair and will reimburse the City within thirty days of the receipt of the invoice. Overdue payments will require payment of interest at the current legal rate for liquidated judgments, and any costs or fees incurred by the City, should any legal action be required to collect such payments, will be borne by the parties responsible for said reimbursements.

6. If at any time the City of DuPont reasonably determines that the existing and approved storm drainage system on the property 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 of the existing on-site storm system, and that the situation is so adverse as to preclude written notice to said owners, the City may take the measures necessary to eliminate the hazardous situation (which will mean repair or clean out of the existing system only to the same standards as originally installed and approved) provided the City has first made a reasonable effort to locate said owner before acting.

The current owners will assume responsibility for the cost of such maintenance or repair; and will reimburse the City within thirty days of receipt of the invoice. Overdue payments will require payment of interest at the current legal rate for liquidated judgments, and any costs or fees incurred by the City, should any be borne by the parties responsible for said reimbursements.

7. The owner shall keep the City of DuPont 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.

These covenants are intended to protect the value and desirability of the real property described above, and to benefit all the citizens of the City of DuPont. They shall run with the land and be binding on all parties having or acquiring from the current owners or their successors, any right, title or interest therein, and to the benefit of all the citizens of the City of DuPont.

8. Lien: The City shall have a lien for costs expended by it for any repairs or maintenance properly chargeable to the owner hereunder, which lien shall be prior in right to the lien of secured parties under deeds of trust, mortgages or real estate contracts, regardless of the date of their recordation, and which shall be recordable and enforceable in the manner provided for materialmen's contractors' liens pursuant to RCW Ch. 60.04 or any successor statute thereto.
9. Attorneys' fees and costs: Should any party institute proceedings to enforce any right hereunder, including filing a lien under paragraph 8, reasonable costs and attorneys' fees thereby incurred shall be awarded to the prevailing party in such proceeding.

City of DuPont, Mayor

Owner Signature

Date

Owner (Print)

Address

City, State, Zip

Phone:

STATE OF WASHINGTON

ss. (INDIVIDUAL ACKNOWLEDGMENT)

City of DuPont

I, _____, Notary Public in and for the State of Washington, residing at _____, do hereby certify that on this ____ day of _____, 19____, personally appeared before me _____ to be known to be the individual described in and who executed the within instrument and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL

this ____ day of _____, 20 ____.

Notary Public in and for the State of Washington, residing at _____ in _____ said County. My commission expires _____.