

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

Declaration of Covenant

In consideration of approval of the development known as **Granite Falls Site for Snohomish County Public Works**, relating to real property legally described as follows:

Section 18 Township 30 Range 7 Quarter NW LOT 2 CITY GF SP SP2021-001 REC AFN 202111045004 BEING A PTN SE1/4 NW1/4 SD SEC (parcel # 30071800207400)

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 the City approved construction plans or City approved changes thereto in compliance with the Operation and Maintenance Standards in WDOE Stormwater Management Manual for Western Washington, as adopted by the City, or an Ecology-approved equivalent manual adopted by the County.
2. The owner shall maintain an Operation and Maintenance Schedule and records showing maintenance performed. The Operation and Maintenance record 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 Granite Falls reasonably determines that maintenance or repair work is required to be done to the existing, approved storm drainage facilities installed on the property the City shall give the current owner 30-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 Granite Falls 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 Granite Falls reasonably determines that the existing and approved storm drainage system on the property poses a hazard to life and limb, 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 Granite Falls 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 Granite Falls. 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 Granite Falls.

8. Lien: When exercising the maintenance provisions of the covenant, in the event of nonpayment, the City may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgement, such amount shall become a lien against the property of Grantor as provided in RCW 4.56.190.
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 Granite Falls, Mayor

Snohomish County, Executive

STATE OF WASHINGTON)

: ss

County of _____)

On this _____ day of _____ before me personally appeared _____ to me known to be the duly elected and qualified Mayor and City Commissioner of the **City of Granite Falls**, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he (she) was authorized to execute said instrument by resolution of the Mayor and City Commissioners of said City, and that the seal affixed is the official seal of said City.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
: ss
County of Snohomish

On this _____ day of _____ before me personally appeared Douglas W. McCormick, P.E., to me known to be the _____, executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Snohomish County, for the uses and purposes therein mentioned, and on oath stated he authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____