

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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**DECLARATION OF COVENANT  
FOR INSPECTION AND MAINTENANCE OF ONSITE STORMWATER  
MANAGEMENT BMPS**

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

Grantee: City of Milton

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

IN CONSIDERATION of the approved City of Milton (check one of the following)

residential building permit,  commercial building permit,  clearing and grading permit,   
subdivision permit, or  short subdivision 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 Milton, a political subdivision of the state of

Washington and its municipal successors in interest and assigns ("City of Milton" and "the City", or "its municipal successor"), that he/she(they) will observe, consent to, and abide by the conditions and obligations set forth and described in Paragraphs 1 through 8 below with regard to the Property.

Grantor(s) hereby grants(grant), covenants(covenant), and agrees(agree) as follows:

1. Grantor(s) or his/her(their) successors in interest and assigns ("Owners") shall retain, uphold, and protect the stormwater management devices, features, pathways, limits, and restrictions, known as onsite stormwater management best management practices ("BMPs"), shown on the approved Onsite Stormwater Management BMP Site Plan for the Property attached hereto and incorporated herein as Exhibit A.

2. The Owners shall at their own cost, operate, maintain, and keep in good repair, the Property's BMPs as described in the approved Design and Maintenance Details for each BMP attached hereto and incorporated herein as Exhibit B.

3. The City of Milton 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 MMC 13.26. This right of ingress and egress and right to inspect shall extend only over those portions of the Property shown in Exhibit "A."

4. If the City of Milton determines from its inspection that maintenance, repair, restoration, and/or mitigation work is required for the BMPs, the City may notify the Owners of the specific maintenance, repair, restoration, and/or mitigation work (Work) required under Chapter 13.26 of the Milton Municipal Code ("MMC"). The City may also set a reasonable deadline for completing the Work or providing an engineer's report prepared by a licensed civil engineer registered in the State of Washington that verifies completion of the Work. After the deadline has passed, the Owners shall allow the City access to re-inspect the BMPs unless an engineer's report has been provided verifying completion of the Work. If the work is not completed properly within the timeframe set by the City, the City may initiate an enforcement action. Failure to properly maintain the BMPs is a violation of Chapter 13.26 MMC and may subject the Owners to enforcement under the MMC, including fines and penalties. The City is under no obligation to inspect the Property's stormwater facilities and BMPs or to notify the Owners, as result of any inspection,

of the Work required under Chapter 13.26 MMC. Neither the inspection nor the notice referenced above is a condition precedent to initiate an enforcement action for a violation of Chapter 13.26 MMC.

5. Apart from performing routine landscape maintenance, the Owners are hereby required to obtain written approval from the City before performing any alterations or modifications to the BMPs.

6. Any written notice or written approval required to be given by one party to the other under the provisions of this Declaration of Covenant shall be effective upon personal delivery to the other party, or after three (3) days from the date that the notice or approval is mailed with Delivery Confirmation to the current address on record with each Party. The parties shall notify each other of any change to their addresses.

7. This Declaration of Covenant is intended to promote the efficient and effective management of surface water drainage on the Property, and it shall inure to the benefit of all the citizens of the City of Milton and its municipal successors and assigns. This Declaration of Covenant shall run with the land and be binding upon Grantor(s) and Grantor's(s') successors in interest and assigns.

8. This Declaration of Covenant may be terminated by execution of a written agreement by the Owners and the City of Milton that is recorded at Pierce County.

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

By

\_\_\_\_\_  
GRANTOR, owner of the Property

By

\_\_\_\_\_  
GRANTOR, owner of the Property

STATE OF WASHINGTON)

)SS

COUNTY OF PIERCE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_

\_\_\_\_\_

Printed name

Notary Public in and for the State of Washington,

residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_