

After Recording Return to:

Peter Landry
Public Works Director
City of Normandy Park
801 SW 174th Street
Normandy Park, WA 98166-3661

**WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING
FORM**

Document Title(s) <i>(or transactions contained therein):</i> DECLARATION OF COVENANT - PRIVATE STORMWATER SYSTEM
Reference Number(s) of Documents assigned or released: Additional reference numbers on page ____ of document
Grantor(s): <i>(Last name first, then first name and initials)</i> 1. 2. <input type="checkbox"/> Additional names on page __ of document
Grantee(s): <i>(Last name first, then first name and initials)</i> 1. CITY OF NORMANDY PARK 2. <input type="checkbox"/> Additional names on page __ of document
Legal Description: <i>(abbreviated form i.e. lot, block, plat name, section-township-range)</i> <input type="checkbox"/> Additional legal on Exhibit "A" of document
Assessor's Property Tax Parcel Account Number(s):
<i>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</i>

**DECLARATION OF COVENANT
Private Stormwater Drainage System**

THE UNDERSIGNED DECLARANT, being the owner of the real property (“the Property”) located at the following address: _____ in the City of Normandy Park, Washington, and legally described on **Exhibit A** attached hereto and incorporated herein by this reference as if set forth in full, hereby covenants and agrees, on behalf of himself/herself/itself and his/her/its successors and assigns, as follows:

1. Declarant warrants that he/she/it is the owner of the property described on Exhibit A and has the authority to impose this covenant on the property and bind all future owners, successors, and assigns of Declarant.
2. The owners of the property described on Exhibit A shall maintain and repair the private stormwater drainage system located on the property so that the same functions as provided in the original design. The original storm drainage plan and stormwater drainage system design are on file in the offices of the City of Normandy Park. All costs of such maintenance and repair shall be the sole responsibility of the property owners.
3. The City of Normandy Park is hereby granted the right, but not the obligation, to enter upon the property described on Exhibit A at all reasonable times for the purpose of inspecting the private stormwater drainage system. If, as the result of any such inspection the City of Normandy Park determines that the private stormwater drainage system is in disrepair, requires maintenance or repair, or is otherwise not functioning as provided in the original design, the City Manager or his designee shall have the right, but not the obligation, to order the owner of the property described on Exhibit A to maintain or repair the same.
4. Whenever a City of Normandy Park inspection reveals any condition of the private stormwater drainage system that requires immediate maintenance or repair in order to avoid imminent harm to persons or property, the City Manager may, but shall not be obligated to, order the owner of the property described on Exhibit A to perform such immediate maintenance or repair work or may, in the event the City Manager determines, in his sole discretion, that such maintenance or repair work cannot wait, cause the same to be done by City forces or by contract. The City’s officers, agents, employees, and contractors shall have the right to enter upon the property described on Exhibit A in order to perform such work. The owners of the property shall reimburse the City for all costs of such immediate maintenance or repair, include but not limited to, City staff costs, within thirty days of the City invoicing the owners for the same.

5. By executing this covenant, Declarant acknowledges that the benefits of this covenant inure to Declarant, downstream property owners, and the general public, and that the City as third-party beneficiary of this covenant has the right, but not the obligation, to enforce this covenant on behalf of downstream property owners and the general public. The City requires this covenant to protect private and public property, private and public drainage infrastructure, and natural resources of downstream property owners and the general public.

6. The owners of the property described on Exhibit A shall indemnify, defend and hold harmless the City of Normandy Park, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses, damages, judgments, attorneys' fees and/or costs of any kind whatsoever, arising out of or in any way resulting from acts or omissions of the owners, their officers, employees, contractors, and agents relating to the construction, operation and maintenance of the drainage system on the property, except for the City's intentional and willful acts, and waive and release the City of Normandy Park from any and all claims for damages and injunctive relief which the owners, or their successors or assigns, may themselves have now or in the future, by reason of the construction, maintenance and operation of said drainage system, except for claims arising from the City's negligence.

7. This covenant shall run with the land and be binding upon the Declarant, as the owner of the property described on Exhibit A, and on Declarant's successors and assigns as to such property.

Dated: _____.

DECLARANT:

APPROVED
CITY OF NORMANDY PARK

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

