

Return Address: City Clerk
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): 1. Covenant to Maintain Stormwater Facilities and Implement a Pollution Source Control Plan
Reference Number(s) of Documents assigned or released: _____
Grantor(s): 1. <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s): 1. <input type="checkbox"/> Additional names on page _____ of document.
Legal Description: (abbreviated) <input type="checkbox"/> Additional legal is on page _____ of document.
Assessor's Property Tax Parcel/Account Number: _____

DECLARATION OF COVENANT FOR THE MAINTENANCE AND OPERATION OF STORM DRAINAGE FACILITIES

Whereas the City of Bremerton (City), a municipal corporation of the State of Washington, has rights under City ordinances, codes and Washington State statutes to regulate stormwater drainage,

Whereas the State of Washington, Department of Ecology (DOE), has issued a Western Washington Phase II Municipal Stormwater Permit, a National Pollution Discharge Elimination System (NPDES) and State Waste Discharge General Permit (Permit) in compliance with provisions of the State of Washington Water Pollution Control Law Chapter 90.48 Revised Code of Washington and the Federal Water Pollution Control Act (The Clean Water Act) Title 33 United States Code Section 1251 et seq.,

Whereas the Permit requires that a maintenance plan be completed and responsibility for operation and maintenance be assigned for stormwater treatment and flow control BMPs/facilities at new and redeveloped facilities,

Whereas the operation and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources. All property owners are expected to conduct business in a manner that promotes environmental protection. This covenant contains specific provisions with respect to maintenance of stormwater facilities and use of pollution source control BMPs. The authority to require maintenance and pollution source control by private property owners is provided by ordinance.

Therefore this covenant is entered into on _____ fully executed below by and between City of Bremerton, hereinafter "City" and _____, hereinafter "Owner."

A. LEGAL DESCRIPTION AND RECITALS:

Owner is the owner of certain real property in Bremerton, Washington, referred to in this covenant as the "property" and legally described on Exhibit "A".

Attached hereto and incorporated herein is Exhibit "B". Exhibit "B" is a system drawing showing the stormwater facilities and listed BMP's that will be maintained by the Owner.

The property has or will have improvements, existing or new, including but not limited

to: buildings, pavement, and private stormwater facilities servicing Owner's "property". In order to further the goals of the City to ensure the protection and enhancement of City's water resources, the Owner(s) hereby enters into this covenant.

The Owner(s), their heirs, successors and assigns, hereby covenant and agree that the Owners, their heirs, successors and assigns, are responsible for the operation, maintenance and repair of the Stormwater Facilities identified in this covenant.

The responsibilities of each party to this covenant are identified below.

B. OWNER REQUIREMENTS:

The owner shall:

- (1) Prepare and submit for approval a Permanent Stormwater Control Plan (Plan), as defined in the current Stormwater Management Manual for Western Washington, Volume I –Minimum Technical Requirements and Site Planning, for stormwater facilities servicing Owner's property. After approval, implement the operation and maintenance manual actions for each treatment and flow control facility is necessary. If Low Impact Development (LID) is constructed, it must meet the requirements of the LID Manual and City Standards. The Plan shall be kept on-site, with maintenance and inspection records, and available for inspection by City Staff during normal business hours.
- (2) Protect, preserve and maintain stormwater LID features and facilities in accordance with current standards and shall not eliminate or modify existing LID without written approval from the City.
- (3) Ensure that maintenance is completed as identified in the Permanent Stormwater Control Plan (PSCP), or the City's Stormwater Facilities Maintenance Manual and DOE's Stormwater Management Manual for Western Washington if the PSCP cannot be found.
- (4) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in Section (B)(1) above. The log book shall be available for inspection by City staff at Owner's business during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items listed in the Plan shall be inspected on a monthly or more frequent basis as necessary. Owner is encouraged to photocopy the individual checklists in the Plan and use them to complete the monthly inspections. These completed checklists would then, in combination, comprise the monthly log book.
- (5) Submit an annual report to the City of Bremerton Public Works and Utilities regarding implementation of the programs referenced above. The report must be submitted on or before May 15 of each calendar year and shall contain, at a minimum, the following:

- (a) Name, address, and telephone number of the business, the person, or the firm

responsible for plan implementation, and the person completing the report.

(b) Time period covered by the report (January 1 – December 31).

(c) A chronological summary of activities conducted to implement the programs referenced in (1) above. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with Owner, include a copy of the invoice for services.

(d) An outline of planned activities for the next year.

C. CITY ASSISTANCE:

The City will, as resources allow:

(1) Provide technical assistance to Owner in support of the Permanent Stormwater Control Plan, and Owner's operation and maintenance activities conducted pursuant to the maintenance and source control programs. Said assistance shall be provided upon request and at no charge to Owner.

(2) Review the annual report and conduct site visits to discuss performance and problems with Owner.

(3) Review Stormwater Control Plan with Owner and modify as necessary.

D. REMEDIES:

(1) If the City determines that maintenance or repair work is required for the private stormwater facilities existing on and servicing the Owner property, the City shall give the Owner written notice of the specific maintenance or repair required and the time frame for completion of such repairs. The City shall set a reasonable time in which such work is to be completed by Owner. Sixty (60) days is the default time frame for remediation. If the required maintenance or repair is not completed within the time set, written notice will be sent to the Owner stating the City's intention to perform such maintenance and bill Owner for all incurred expenses. The City may remove Stormwater Quality or Quantity credits if required maintenance is not performed and the system degrades due to lack of maintenance.

(2) If at any time the City determines that the stormwater system servicing Owner's property creates any imminent threat to public health or welfare, the City may take immediate measures to remedy said threat. No notice pursuant to Subsection (D)(3), below, shall be required under such circumstances; provided, that, the City shall take reasonable steps to immediately notify Owner of such emergency condition and work required to remedy such emergency and the location and schedule for completion of such work.

(3) The Owner grants authority to the City for access to any and all private stormwater system features for the purpose of inspection, and performing maintenance or repair as may become necessary under Subsection (D)(1) and (D)(2) above. Owner and the City shall make reasonable efforts to coordinate scheduling of the City's entry and work to minimize interference with the use of Owner's property. Prior to beginning work or immediately thereafter, the City shall make available to Owner a written description of the specific entry and work to be performed and the schedule for completion of such work as may become necessary under Subsection (D)(1) and (D)(2) above.

(4) The Owner shall assume all responsibility for the cost of any maintenance and repair to the stormwater facilities incurred in accordance with Subsection (D)(1 – 3) above. Charges for this service will be based on current outside rates for equipment, staff and materials. Such responsibility shall include reimbursement to the City within 30 days of Owner's receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements. Fines issued to the City, as the result of events occurring on the Owner's property, shall be passed on to the Owner.

E. INDEMNIFICATION:

If it becomes necessary for the City of Bremerton to perform maintenance or repair work on the Property, the owner(s) agree to indemnify, defend and hold the City of Bremerton, and its designee, harmless from any and all claims arising from any activity the City of Bremerton undertakes on the Property to the extent of the Owners, their agents', and/or employees' negligence and to the maximum extent permitted by law.

F. SUCCESSORS AND ASSIGNS:

This covenant is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. The covenant shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

G. CONTACT INFORMATION:

Name:

Address:

Dated at _____, Washington, this _____ day of _____, 20__.

By: _____

Authorized Agent or Owner

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated at Bremerton, Washington, this _____ day of _____, 20__.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of Washington,

Residing at:

My appointment expires:

EXHIBIT "A"
Parcel's "Legal Description"

EXHIBIT "B"
"SD Plans. Listed BMP's"