

City of Yakima Codes Division
129 N. 2nd St. – 2nd Floor
Yakima, WA 98901

STORMWATER MAINTENANCE AGREEMENT

This agreement to maintain stormwater facilities is entered into this _____ day of _____, 20____, by and between the City of Yakima (hereinafter “City”) and _____ and its heirs, successors, or assigns (hereinafter “Landowner”).

SWPPP Permit No.: _____ Parcel No.: _____

Parcel Full Legal Description: _____

Project Name: _____

Address: _____

WITNESSETH

WHEREAS, the Landowner has submitted for approval by the City a permit application and Site Plan, which require the construction and installation of stormwater management facilities pursuant to the City of Yakima Post-Construction Stormwater Runoff Ordinance; and

WHEREAS, the Post-Construction Stormwater Runoff Ordinance requires, as a condition of permit approval, a maintenance agreement between the City and the Landowner to ensure the Landowner will construct and maintain the stormwater facilities identified in the Site Plan; and

WHEREAS, the City and the undersigned, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Yakima, Washington requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, under said Ordinance it is provided that private stormwater management facilities must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct and install stormwater management facilities as depicted and shown on the Site Plan, in accordance with the plans and specifications (attach Site Plan that shows type and location of stormwater facilities to be maintained).
2. The Landowner shall maintain the stormwater management facilities as shown on the Site Plan in good working order acceptable to the City as outlined in maintenance schedule attached hereto.
3. The Landowner hereby grants permission to the City, its authorized agents, and employees to enter the property and to inspect any stormwater management facilities pursuant to Chapter 7.83 of the Yakima Municipal Code, Post-Construction Stormwater Runoff Ordinance and this Maintenance Agreement.
4. In the event the Landowner fails to maintain stormwater management facilities as shown on the Site Plan in good working order acceptable to the City, the City may enter the property and take whatever steps it may deem necessary to maintain said stormwater facilities. It is expressly understood and agreed that the City is under no obligation to maintain or repair said facilities, and in no event shall the Agreement be construed to impose any such obligation on the City.
5. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, or materials, the Landowner shall reimburse the City on demand, within a time frame specified by the City for all costs incurred, including reasonable attorney's fees in the event that an action to collect such costs must be instituted. Costs, if not paid, shall become a lien on the property.
6. It is the intent of this Agreement to insure the proper maintenance of stormwater management facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater management.
7. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold the City and its agents and its employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the stormwater management facilities by the Landowner or the City.
8. In the event a claim is asserted against the City, its agents, or employees, the City shall notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the City, its agents, or its employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

9. This Agreement shall be recorded among the land records of Yakima County, Washington, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused the Agreement to be signed, sealed and delivered:

_____	_____
Name/Title	Name/Title
Address:	Address:
_____	_____
_____	_____

State of Washington)
) ss.
County of _____)

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 acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.
Notary Public in and for the State of Washington

Dated before me this _____ day of _____, 20_____.

My Commission Expires: _____

Approved By: _____
City Engineer

Accepted By: _____
City Manager