

CITY OF TUMWATER
DEVELOPMENT SERVICES
555 ISRAEL ROAD SW
TUMWATER, WA 98501

DOCUMENT TITLE(S)
Storm Water Maintenance Agreement

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

(ADDITIONAL REFERENCE NUMBERS ON PAGE)

GRANTOR(S) (LAST, FIRST, MIDDLE INITIAL)
G. Moses, LLC

(ADDITIONAL GRANTEES ON PAGE)

GRANTEE(S) (LAST, FIRST, MIDDLE INITIAL)
City of Tumwater

(ADDITIONAL GRANTEES ON PAGE)

LEGAL DESCRIPTION

(ABBREVIATED FORM: I.E. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE, QUARTER/QUARTER)
s28182w Section 28 Township 18 Range 2W S2 SW LY NLY OF SAPP Rd SLY of
PUGET POWER & E OF JOHNSON BLVD. PLAT OF SIMMONS HEIGHTS. A
PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 18
NORTH, RANGE 2 WEST, W.M.

(ADDITIONAL LEGAL DESCRIPTION IS ON PAGE)

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER
12828340201

(ADDITIONAL PARCEL NUMBERS ON PAGE)

THE AUDITOR/RECORDER WILL RELY ON INFORMATION PROVIDED ON THIS FORM. COUNTY STAFF WILL NOT
READ DOCUMENTS TO VERIFY ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED.

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07/23/2008 10:17 AM Agreement
Thurston County Washington
CITY OF TUMWATER

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City of Tumwater
555 Israel Rd SE
Tumwater WA 98501

STORM WATER MAINTENANCE AGREEMENT

THIS AGREEMENT TO MAINTAIN STORM WATER FACILITIES AND TO IMPLEMENT A POLLUTION SOURCE CONTROL PLAN IS ENTERED INTO THIS 30th DAY OF APRIL, 2008, BY AND BETWEEN THE CITY OF TUMWATER AND G. MOSES, LLC ITS HEIRS, SUCCESSORS, OR ASSIGNS, (HEREINAFTER "OWNER")

GRANTOR: G. MOSES, LLC

GRANTEE: CITY OF TUMWATER

LEGAL DESCRIPTION: PLAT OF SIMMONS HEIGHTS. A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M.

ASSESSOR'S TAX PARCEL NO.: 12828340201

The proper maintenance of storm water facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the City of Tumwater. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of storm water facilities and use of pollution source control BMPs.

Owner hereby grants to the City of Tumwater a perpetual easement to run with the land, the right to inspect and, if appropriate, maintain and repair drainage facilities as delineated on the approved engineering storm drainage plan(s) for the project known as **SIMMONS HEIGHTS** and better described below:

LEGAL DESCRIPTION:

That part of the southwest quarter of Section 28, Township 18 North, Range 2 West, W.M., lying northerly of Sapp Road and southerly of the northerly margins of easements granted to Puget Sound Power and Light Company on May 20, 1948, and recorded under Auditor's File Nos. 435392 and 435698, respectively, records of Thurston County, Washington; EXCEPTING there from road known as R.W. Johnson Boulevard



Whereas, OWNER has constructed improvements, including but not limited to, buildings, pavement, and storm water facilities on the property described above. In order to further the goals of the City to ensure the protection and enhancement of Tumwater's water resources, the City and OWNER hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

Implement the storm water facility maintenance program located in Appendix K of the Drainage and Erosion Control Manual for Tumwater, Washington

THE CITY OF TUMWATER SHALL:

Provide technical assistance to OWNER in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request and as City time and resources permit, at no charge to OWNER.

REMEDIES:

If the City determines that maintenance or repair work is required to be done to the storm water facility existing on the property, the Public Works Director shall give the Owner of the property within which the drainage facility is located, and the person in control of said property, notice of the specific maintenance and/or repair required. The Public Works Director shall set a reasonable time (in most instances not less than ten days) in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by the Public Works Director, written notice will be sent to the Owner of the property in which the drainage facility is located and to the person in control of said property stating the City's intention to perform such maintenance and bulk the owner for all incurred expenses. Notice of such bill shall serve to protect a lien against the property for the full amount of the bill accruing interest at one percent per month to be foreclosed in the same respect as a mechanic and materialmen's lien.

This Agreement is intended to protect the value and desirability of the real property described above and to prevent contamination of the City's aquifer. 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 nay part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. This Agreement 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.

Currently the owner of the property in which the drainage facilities are located G. Moses, LLC ("OWNER"). The person in control of said property is G. Moses. Owner warrants that its successors and assigns will promptly notify the Public Works Director in writing of a change in the ownership or control of the property. Until such notice of change in ownership, notice by the City shall be proper upon the undersigned, at the address indicated below.

Frank J. Granger
Name/Title
Member FRANK J GRANGER
Address
13308 SE 57th St Bellevue WA 98006

