

After recording return to:
Planning and Public Works
Development Engineering
2401 South 35th Street, Ste 175
Tacoma, WA 98409-7487

**COMMERCIAL/INDUSTRIAL AGREEMENT TO MAINTAIN
STORMWATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN**
(Representative)

Project Name _____
Application No. _____
Project ID _____

For purposes of this agreement and for indexing by the Auditor as required by R.C.W. Ch. 65.04, the party/parties to this agreement is/are

_____ hereinafter "the Grantor" and "the Grantee," "Pierce County," or "County."

LEGAL DESCRIPTION OF PROPERTY: (Abbreviated legal description if complete legal will not fit here and reference to where complete legal can be found.)

Assessor Parcel No.(s) _____

1.0 RECITALS

1.1 Grantor is the owner of certain real property in Pierce County, Washington, described as set forth in the legal description contained herein and referred to in this agreement as the Property.

1.2 In connection with the Grantor's proposed development of the Property, Pierce County has required and Grantor has agreed to construct, maintain and operate stormwater facilities and to implement a stormwater pollution prevention plan. The stormwater facilities and stormwater pollution prevention plan were prepared by the engineering firm of

for the Grantor's property and is on file with Pierce County.

1.3 The upkeep 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 Agreement contains specific provisions with respect to maintenance of stormwater facilities and use of operational and/or structural pollution source control BMPs.

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

2.0 MAINTENANCE

THE GRANTOR SHALL:

- (1) Implement the stormwater facility maintenance program included herein as Attachment "A."
- (2) Implement the pollution source control program included herein as Attachment "B."
- (3) Execute the following applicable major maintenance on the stormwater facilities: sediment removal from ponds and conveyances and catchbasins, managing vegetation in wet ponds, resetting orifice sizes and elevations if damaged, filter replacement, vacuum sweeping, pressure washing, and adding baffles in accordance with maintenance standards and schedules adopted by the County, prescribed in the maintenance plan and/or as instructed by Pierce County Water Quality Inspectors.

- (4) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by County staff at

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-on actions recommended. Maintenance items ("problems") listed in Attachment "A" shall be inspected on a monthly or more frequent basis as necessary. The Grantor is encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the monthly log book.

- (5) Submit an annual report to the County regarding implementation of the programs referenced in (1) and (2) above. The report should be submitted to Pierce County Planning & Public Works – Surface Water Management, Water Quality Section, Tacoma Mall Plaza, 2702 South 42nd Street, Suite 201, Tacoma, WA 98409-7322. If there are questions regarding your obligations for this agreement, please contact Maureen Meehan, Water Quality Manager, Pierce County Planning & Public Works, (253) 798-6793, e-mail mmeehan@co.pierce.wa.us. 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.
 - (c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) 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 the Grantor, include a copy of the invoice for services.
 - (d) An outline of planned activities for the next year.
- (6) Prevent any unauthorized modifications to the drainage system and prevent it from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions will be covered under item 5 above and shall be approved of by the County. Modifications to the stormwater quantity control and stormwater quality system must be approved in advance by the County and may require the submittal of revised design drawings, supporting calculations, modifications to maintenance requirements, and application for a site development permit.

THE COUNTY SHALL:

- (1) Provide technical assistance to the Grantor 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 County time and resources permit, at no charge to the Grantor.
- (2) Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and maintenance and source control deficiencies and required timeframes for correction with the Grantor.
- (3) Review this agreement with the Grantor and modify it as necessary.

3.0 REMEDIES

- (1) If the County determines that maintenance or repair work is required to be done to the stormwater facility existing on the Grantor's property, the County shall give the owner of the property within which the drainage facility is located, and the person or agent in control of said property, notice of the specific maintenance and/or repair and timeframes for corrections required. The County shall set a reasonable time consistent with maintenance standards in which such work is to be completed by the persons who were given notice, such time shall not extend beyond 30 days. If the above required maintenance and/or repair is not completed within the time set by the County, written notice will be sent to the persons who were given notice stating the County's intention to assess financial sanctions (Title 17A.10.220) and /or initiate enforcement proceedings.
- (2) If at any time the County determines that the existing system creates any imminent threat to public health or welfare, the County may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.

4.0 ACCESS and FAILURE to MAINTAIN

- (1) The owner grants unrestricted authority to the County for access to any and all stormwater system features for the purpose of performing inspection and maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (2) The persons listed in Remedies (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the County within 30 days of the 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 County will be borne by the parties responsible for said reimbursements.

5.0 SUCCESSORS and ASSIGNS

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the County. It shall run with the land and be binding on all parties having or acquiring from the Grantor 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. They 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 County.

This Agreement concerns that certain portion of real property described previously and is incorporated by reference herein.

Reviewed by:

David Peterson
Development Engineer

Accepted By:

Mitch Brells, Engineering Manager

Date