

**CITY OF KIRKLAND**

123 FIFTH AVENUE • KIRKLAND, WASHINGTON 98033-6189 • (425) 587-3800

---

**DEPARTMENT OF PUBLIC WORKS  
PRE-APPROVED PLANS POLICY**

**Policy D-7: PRIVATE MAINTENANCE AGREEMENT  
FOR A STORMWATER FACILITY INCLUDING  
LOW IMPACT DEVELOPMENT (LID) FACILITY**

The attached Private Maintenance Agreement for a stormwater and/or LID facility may be used in the following cases:

1. Where runoff from public right-of-way enters a stormwater and/or LID facility and the facility will be privately maintained.
2. Where runoff from private property enters a stormwater and/or LID facility and the facility will be privately maintained.

The applicant must provide the City with a signed copy of the attached maintenance agreement prior to issuance of a Building or Land Surface Modification permit.



# PRIVATE MAINTENANCE AGREEMENT FOR A STORMWATER FACILITY INCLUDING LOW IMPACT DEVELOPMENT (LID) FACILITY

Parcel Number(s)  
Permit Number(s)

The undersigned are owner(s) of the real property located in Kirkland, Washington (the "Owner"), which property is legally described as follows:

(the "Property"); and

As a condition to the City of Kirkland's approval of the referenced permit, the Owner hereby declares and agrees as follows:

1. Ingress and Egress. The City of Kirkland (the "City") shall have the right to ingress and egress the Property for inspection of and to reasonably monitor the performance, operational flows, or defects of the stormwater and/or low impact development (LID) facility in accordance with Kirkland Municipal Code (KMC) 15.52.130.
2. Maintenance of Stormwater Facility (SWF). The SWF within the Property shall be owned, operated and maintained by Owner, pursuant to standards in **Exhibit A** and in KMC 15.52.120. If the City determines related maintenance or repair work of the SWF is required, the City shall give notice to the Owner of the specific maintenance and/or repair work required, and shall also set a reasonable time in which such work is to be completed by the Owner. If the above required maintenance or repair is not completed within the time set by the City, the City may perform the required maintenance or repair, or contract with a private company capable of performing SWF maintenance or repair. All other SWFs in the public rights-of-way, except for storm drain lines 6-inches in diameter or smaller and rain garden facilities, shall be owned, operated, and maintained by the City.
3. Cost of Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the SWF. Such responsibility shall include reimbursement to the City within thirty (30) days of receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the rate of 12% per year. If legal action ensues, the prevailing party is entitled to recover its costs and reasonable attorney fees.
4. Flow of Stormwater. The Owner acknowledges that stormwater from public rights-of-way may and/or will flow into the SWF. The Owner agrees and covenants with the City to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Private Maintenance Agreement, except for injuries and damages caused by the sole negligence of the City.

5. Alterations or Modifications to SWF. The Owner is hereby required to obtain written approval from the City prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) in the SWF, or performing any alterations or modifications to the SWF, pursuant to KMC 15.52.120.

6. Covenants Run with the Land. The terms and covenants of this Agreement shall be covenants running with the land and shall inure to the benefit of and be binding upon any party having any right, title or interest in the Property. This Agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

**(Sign in blue ink)**

**(Individuals Only)**

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Individuals Only)**

STATE OF WASHINGTON            )  
  ) SS.  
County of King                    )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the individual(s) described herein and who executed the Private Maintenance Agreement for a Stormwater Facility Including Low Impact Development (LID) Facility and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name  
Notary Public in and for the State of Washington,  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**(Partnerships Only)**

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Partnership or Joint Venture)

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

**(Partnerships Only)**

STATE OF WASHINGTON                    )  
  ) SS.  
County of King                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_ personally \_\_\_\_\_ appeared

\_\_\_\_\_ and \_\_\_\_\_  
to me, known to be general partners of \_\_\_\_\_, the partnership that executed the Stormwater Facility Including Low Impact Development (LID) Facility and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name  
Notary Public in and for the State of Washington,  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

