

March 9, 1989
0337D/LN/HK/rr

INTRODUCED BY: Lois North

PROPOSED NO. 89 - 52

ORDINANCE NO. **9006**

AN ORDINANCE amending Ordinance 4938 as amended and K.C.C. 9.04.120 and repealing APPENDIX A attached to Ordinance 4938, K.C.C. 9.04.120 relating to surface water management covenants for multifamily and commercial development and substituting a new APPENDIX A, Declaration of Covenant.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 4938, Section 10 and K.C.C. 9.04.120 are each amended to read as follows:

Maintenance of multifamily/commercial facilities. A. Any person or persons holding title to the property for which a facility was required shall be responsible for the continual operation and maintenance of the facility in accordance with standards and requirements of the department. Prior to the issuance of any of the permits and/or approvals listed in Section 9.04.030 the person or persons holding title to the subject property for which a retention/detention facility was required shall record the declaration of covenant set forth in Appendix A to Ordinance 4938. The restrictions set forth in such covenant shall include, but not be limited to, provisions for notice to the persons holding title to the property of a King County determination that maintenance and/or repairs are necessary to the facility and a reasonable time limit in which such work is to be completed. In the event that the titleholders do not effect such maintenance and/or repairs, King County may perform such work upon due notice. The titleholders are required to reimburse King County for any such work. The restrictions set forth in

1 such covenant shall be included in any instrument of conveyance
 2 of the subject property and shall be recorded with the King
 3 County records division.

4 B. The county shall enforce the restrictions set forth in
 5 Appendix A of Ordinance 4938.

6 C. Prior to the issuance of any of the permits and/or
 7 approvals contained in Section 9.04.030 or the release of bonds
 8 posted to guarantee satisfactory completion, the person or
 9 persons holding title to the subject property for which a
 10 retention/detention facility was required shall pay a fee
 11 established by the manager to reasonably compensate the county
 12 for costs relating to inspection of the facility to ensure that
 13 it has been constructed according to plan and applicable
 14 specifications and standards.

15 D. The duties specified in this section (~~of-maintenance-and~~
 16 ~~payment-of-inspection-and-maintenance-checking-fees~~) with regard
 17 to payment of inspection fees and reimbursement of maintenance
 18 costs shall be enforced against the person or persons holding
 19 title to the property for which the retention/detention facility
 20 was required.

21 NEW SECTION 2. APPENDIX A attached to Ordinance 4938, K.C.C.
 22 9.04.120 relating to surface water management covenants for
 23 multifamily and commercial development is hereby repealed and the
 24 following substituted:

25 DECLARATION OF COVENANT ASSOCIATED WITH MULTI-FAMILY/
 26 COMMERCIAL RETENTION/DETENTION FACILITY

27 Declaration of Covenant

28 "In consideration of the approval of King County of
 29 a _____ permit for application
 30 No. _____ relating to real property legally
 31 described as follows:
 32
 33

1 The undersigned as owner(s) covenants and agrees that:

2 1. All necessary easements will be dedicated to King
3 County for access to inspect, maintain or repair the facilities
4 in conformity with King County Code Section 9.04.120.

5 2. If King County determines that maintenance or repair
6 work is required to be done to the retention/detention facility
7 existing on the above-described property, the director of the
8 department of public works shall give the person to whom the
9 permit was issued pursuant to K.C.C. 9.04.130, the owner of the
10 property within which the drainage facility is located, the
11 person responsible for maintenance of the facility, or other
12 person or agent in control of said property notice of the
13 specific maintenance and/or repair required. The director of the
14 department of public works shall set a reasonable time in which
15 such work is to be completed by the titleholders who were given
16 notice. If the above required maintenance and/or repair is not
17 completed within the time set by the director, the county may
18 perform the required maintenance and/or repair. Written notice
19 will be sent to the titleholders stating the county's intention
20 to perform such maintenance. Maintenance work will not commence
21 until at least seven days after such notice is mailed.

22 3. If at any time King County reasonably determines that
23 any existing retention/detention system creates any of the
24 conditions listed in K.C.C. 9.04.130 and herein incorporated by
25 reference, the director may take measures specified therein.

26 4. The titleholders shall assume all responsibility for
27 the cost of any maintenance and for repairs to the
28 retention/detention facility. Such responsibility shall include
29 reimbursement to the county within 30 days of the receipt of the
30 invoice for any such work performed. Overdue payments will
31 require payment of interest at the current legal rate for
32 liquidated judgments. If legal action ensues, any costs or fees
33 incurred by the county will be borne by the parties responsible
for said reimbursements.

This covenant benefits all citizens of King County, touches
and concerns the land and shall run with the land and be binding
on all heirs, successors and assigns.

These covenants are intended to protect the value and
desirability of the real property described above, and to benefit
all the citizens of King County. They shall run with the land
and be binding on all parties having or acquiring
from _____ or their successors
any right, 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

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1 said property or any part thereof, or interest therein, and to
2 the benefit of all the citizens of King County."

3
4 Owner

5
6 Owner

7 STATE OF WASHINGTON)
8 COUNTY OF KING)ss

9 On this day personally appeared before me _____
10 _____, to me known to be the individual(s)
11 described in and who executed the within and foregoing instrument
12 and acknowledged that they signed the same as their free and
13 voluntary act and deed, for the uses and purposes therein stated.

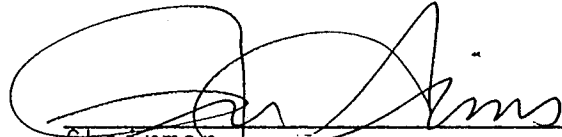
14 Given under my hand and official seal this _____ day of
15 _____, 19____.

16 NOTARY PUBLIC In and for the State
17 of Washington, residing at

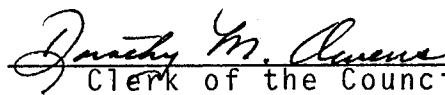
18 INTRODUCED AND READ for the first time this 9th day of
19 January, 1989.

20 PASSED this 19th day of June, 1989.

21 KING COUNTY COUNCIL
22 KING COUNTY, WASHINGTON

23 
24 Chairman

25 ATTEST:

26
27 
28 Clerk of the Council

29 APPROVED this 29th day of June, 1989.

30 
31 King County Executive