

CITY OF TUMWATER
PUBLIC WORKS DEPARTMENT
555 ISRAEL ROAD SW
TUMWATER, WA 98501

DOCUMENT TITLE(S)
Storm Water Maintenance Agreement

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S) (LAST, FIRST, MIDDLE INITIAL)

Kaufman Real Estate, LLC

GRANTEE(S) (LAST, FIRST, MIDDLE INITIAL)

City of Tumwater

LEGAL DESCRIPTION

Parcel Number 12716340102: Section 16 Township 17 Range 2W Quarter SE SW THE E 100 FT OF THE S 375 FT OF THE SE QTR OF THE SW QTR; EXC THEREFROM THAT PTN CONVEYED TO THE SOW FOR LATHROP RD INTERCHANGE BY INSTRUMENT REC

Parcel Number 12716340100: Section 16 Township 17 Range 2W Quarter SE SW THAT PTN DAF: BEG AT THE SE COR OF SD SUBDIV; TH W ALG THE S LN OF SD SE QTR OF THE SW QTR 100 FT TO THE TPOB; TH CONT W 140 FT, M/L, TO THE E LN

Parcel Number 12716420000:
16-17-2W NW-SE/W2 SW-SE LESS 21.44A H&W LESS 2.20A

Parcel Number 12716340101:Section 16 Township 17 Range 2W Quarter SE SW THAT PTN DAF: BAAP ON THE S LN OF SD SEC 16, 2299.3 FT E OF IT SW COR; RUNN TH E ALG SD S LN 88.43 FT; TH N 375 FT; TH E 240 FT, M/L, TO THE E LN OF SD

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

12716340102, 12716340100, 12716420000, 12716340101



**AGREEMENT TO MAINTAIN
STORM WATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN
BY AND BETWEEN THE CITY OF TUMWATER AND
Kaufman Real Estate, LLC,
AND ITS HEIRS, SUCCESSORS, OR ASSIGNS
(HEREINAFTER "OWNER")**

The upkeep and maintenance of storm water facilities and the implementation of pollution source control best management practices (BMPs) are 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. The authority to require maintenance and pollution source control is provided by Tumwater Municipal Code.

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT "A"

RECITALS:

WHEREAS, OWNER is the owner of certain real property in Thurston County, Washington, described as set forth in the legal description contained herein and referred to in this agreement as the "PROPERTY"; and

WHEREAS, in connection with the OWNER'S proposed development of the PROPERTY, the CITY OF TUMWATER has required and OWNER has agreed to construct storm water facilities and to implement a pollution source control plan. The storm water facilities and pollution source control plan were prepared by Hatton Godat Pantier, Inc. for the OWNER'S PROPERTY and is on file with CITY OF TUMWATER; and

WHEREAS, OWNER has constructed improvements, including but not limited to, buildings, pavement, and storm water facilities on the PROPERTY, in order to further the goals of the CITY OF TUMWATER to ensure the protection and enhancement of Tumwater's water resources, CITY OF TUMWATER and OWNER hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Implement the storm water facility maintenance program located in the Stormwater Facilities Maintenance Guide of Volume V of the City's 2018 Drainage Design and Erosion Control Manual.
- (2) Comply with Pollution Source Control Requirements located in Volume IV of the City's 2018 Drainage Design and Erosion Control Manual.

- (3) 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 CITY OF TUMWATER at 7711 Martin Way E. 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-up actions recommended. Maintenance items (“problems”) listed in Item (1) above shall be inspected as specified in the instructions or more frequently if necessary. OWNER is encouraged to photocopy the individual checklists in Item (2) above and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.
- (4) Submit an annual report to CITY OF TUMWATER regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before May 15th 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 OWNER, include a copy of the invoice for services.
 - (d) An outline of planned activities for the next year.
- (5) 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 (4) above and shall be approved by the CITY OF TUMWATER. Modifications to the storm water quantity control and storm water quality system must be approved in advance by CITY OF TUMWATER and may require the submittal of revised design drawings, supporting calculations, modifications to maintenance requirements, and applications for permits.

CITY OF TUMWATER WILL, AS RESOURCES ALLOW:

- (1) 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, as CITY OF TUMWATER time and resources permit and at no charge to OWNER.

- (2) Review the annual report and conduct occasional site visits to discuss performance and problems with OWNER.
- (3) Review this agreement with OWNER and modify it as necessary.

REMEDIES:

- (1) If the CITY OF TUMWATER determines that maintenance or repair work is required to be done to the storm water facility existing on the OWNER'S PROPERTY, CITY OF TUMWATER shall give OWNER, and the person or agent in control of said PROPERTY if different, notice of the specific maintenance and/or repair required. CITY OF TUMWATER shall set a reasonable time 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 CITY OF TUMWATER, written notice will be sent to the persons who were given notice stating CITY OF TUMWATER'S intention to perform such maintenance and bill the OWNER for all incurred expenses. CITY OF TUMWATER may also adjust storm water utility charges if required maintenance is not performed.
- (2) If at any time CITY OF TUMWATER determines that the existing system creates any imminent threat to public health, welfare or water quality CITY OF TUMWATER may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances. All other responsibilities shall remain in effect.
- (3) OWNER grants unrestricted authority to CITY OF TUMWATER for access to any and all storm water system features for the purpose of routine inspections and/or performing maintenance, repair and/or retrofit as may become necessary under Remedies (1) and/or (2).
- (4) OWNER shall assume all responsibility for the cost of any maintenance and for repairs to the storm water facility. Such responsibility shall include reimbursement to CITY OF TUMWATER 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 CITY OF TUMWATER will be borne by the OWNER.
- (5) OWNER hereby grants to the CITY OF TUMWATER a lien against the above-described PROPERTY in an amount equal to the cost incurred by CITY OF TUMWATER to perform the maintenance or repair work described herein, including interest and fees described in Remedies (4), above.

This Agreement is intended to protect the value and desirability of the real PROPERTY described above and to benefit all the citizens of the CITY OF TUMWATER. It shall run with the land, and touch and concern 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 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 CITY OF TUMWATER.

Dated at Tumwater, Washington, this 6th day of September, 2021.

OWNER:

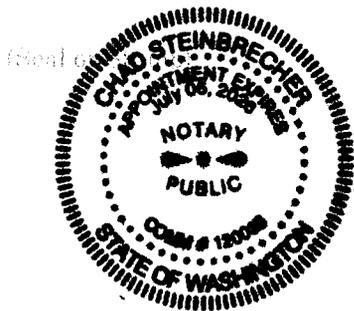
[Signature]
Signature
Name: John Kaufman
Title: Vice President
Address: 7923 Sweet Road Tumwater WA 98511

State of Washington)
)ss
County of Thurston)

I certify that I know or have satisfactory evidence that John Kaufman is the person who appeared before me, and said person acknowledged that (he) signed this instrument, on oath stated that (he) was authorized to execute the instrument and acknowledged it as the Vice President of Kaufman Real Estate, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-6-2021

[Signature]
(Signature)
Notary Public in and for the State of Washington.
My appointment expires 7-5-2026.



For Clarity expiration date July 5, 2026, Commission # 120038

CITY OF TUMWATER:

APPROVED as to form only:

DocuSigned by:
karen kirkpatrick
City Attorney

ACCEPTED BY:

[Signature]
Water Resources & Sustainability Director

For Clarity:
9C2747F30AD6419

EXHIBIT A
I-5 COMMERCE PLACE
13-051
LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM; THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION. EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD.

PARCEL C:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY

DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3 FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET, THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE 945 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320 FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOW AS LATHROP ROAD, IN THURSTON COUNTY, WASHINGTON.