

When Recorded, Return to:

City of Everett
Attention: Real Property Manager
3200 Cedar Street
Everett, WA 98201

RAIN GARDEN MAINTENANCE AGREEMENT

Grantor:	1) [INSERT PROPERTY OWNER]	2)
<input type="checkbox"/> Additional on page	_____	_____
Grantee:	1) City of Everett, a Washington municipal corporation	2)
<input type="checkbox"/> Additional on page	_____	_____
Legal Description (abbreviated):	[INSERT ABBREVIATED LEGAL DESCRIPTION]	
<input checked="" type="checkbox"/> Additional on :	Exhibit A _____	
Assessor's Tax Parcel ID #:	[INSERT PARCEL NUMBER] _____	
Reference Nos. of Documents Released or Assigned:	_____	

THIS RAIN GARDEN MAINTENANCE AGREEMENT (this "Agreement") is dated _____, 201__ (the "Effective Date"). It is between [INSERT PROPERTY OWNER] (the "Owner") and the CITY OF EVERETT, a Washington municipal corporation (the "City").

This Agreement establishes the understanding between the City and the Owner regarding the terms and conditions governing the Owner's participation in the City's Let it Rain rain garden rebate program (the "Program") at the said Property.

A Rain Garden (the "System") is a stormwater facility. It is a planted depression or area that collects stormwater runoff from impervious surfaces and other areas. The System facilitates absorption, infiltration, evaporation and transpiration of stormwater. The System contains plants, compost-amended rain garden soil mix and erosion control measures.

RECITALS

A. The Owner is the owner of the real property described in the attached Exhibit A (the “*Property*”). The street address of the Property is _____.

B. The Owner meets all the applicable eligibility requirements, qualifications and Program standards and criteria as outlined in the Program Application and Checklist.

C. The Owner shall be responsible for choosing an appropriate location with respect to utility conflicts and acceptable site conditions.

D. The Owner will install a rain garden (the “*System*”) on the Property and shall be responsible for all costs associated with the System. Once the System is properly installed and inspected, the City will reimburse the Owner up to \$2,500 through the Program process. In exchange for the Program rebate, the Owner agrees to maintain the System for ten years.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

A. Design and Installation of the Rain Garden.

The Owner hereby grants permission for the City or its contractors to enter upon the Property at reasonable times to be arranged in advance by mutual agreement, to:

1. evaluate whether the Property is an appropriate site for receiving a rebate for the System;
2. inspect during installation to determine if the System meets Program standards; and
3. monitor and evaluate the maintenance and performance of the System

The Owner shall cooperate with the City and its contractors.

B. Photography

As part of the Program, the Owner grants the City the irrevocable right to use photographs of the System in all forms and media.

C. Expiration of this Agreement.

This Agreement expires on the tenth anniversary of the Effective Date.

D. Maintenance of Rain Garden.

1. Obligation to Maintain. After the installation of the Rain Garden and until the expiration of this Agreement, the Owner shall maintain the Rain Garden in accordance with the maintenance plan attached as Exhibit B to this Agreement (“*Rain Garden Maintenance Plan*”). This maintenance is at the Owner’s sole cost. The Owner shall not materially alter the Rain Garden without the written consent of the City Public Works Director or his/her designee.

2. Procedure if Owner Fails to Maintain. If the Owner fails to maintain the Rain Garden in accordance with the Rain Garden Maintenance Plan, the City may deliver written notice of the failure to the Owner. If the City delivers such a notice, the Owner shall cure the failure within 30 days after the delivery of the notice. If the Owner does not cure the failure within the 30 days, the City may enter upon the Property and undertake any work necessary to maintain the Rain Garden, and the Owner shall reimburse the City for the costs the work within 10 days after delivery of an invoice from the City.

D. City Right to Inspect.

The Owner hereby grants permission for the City to enter upon the Property from time to time to inspect the Rain Garden. This permission remains in effect until the expiration of this Agreement.

E. Other.

The Owner consents to recording of this Agreement. This Agreement runs with the land and binds all of the Owner’s successors-in-interest. This Agreement is the entire agreement between the City and the Owner relating to the Rain Garden. No amendment or termination of this Agreement is effective unless it is in writing and signed by the Owner and by the Mayor of the City. Upon expiration of this Agreement, the City shall, at the request of the Owner, record a notice stating that this Agreement has expired and that the Owner has no further obligations under this Agreement.

[THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]

SAMPLE

GRANTOR/OWNER:

Name: _____

Name: _____

GRANTEE/CITY:

CITY OF EVERETT, a Washington
municipal corporation

ATTEST:

By: _____

Mayor

Date: _____

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

SAMPLE

CITY NOTARY BLOCK

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cassie Franklin, to me known (or proved by satisfactory evidence) to be the Mayor of the City of Everett, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

My Commission expires _____

Print name: _____

OWNER NOTARY BLOCK

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

On this day personally appeared before me [OWNER NAME OR OWNERS' NAMES] to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____ 201__.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

My Commission expires _____

Print name: _____

EXHIBIT A

LEGAL DESCRIPTION

SAMPLE



EXHIBIT B

EVERETT RAIN GARDEN MAINTENANCE PLAN

Ongoing maintenance of the rain garden ensures that it functions properly and becomes a positive example for future rain garden projects. *The Rain Garden Handbook for Western Washington Homeowners* by Washington State University Extension provides further maintenance details.

Debris removal: Check the inlet in the rain garden for garbage and debris throughout the year. Before the rainy season begins in September, check for debris to ensure that storm water drains freely into the rain garden.

Mulching: A 3” layer of medium bark mulch or arborist wood chips will help block weeds from sprouting on the soil surface, will help keep the soil moist, and will help prevent soil compaction from light foot traffic.

Watering: In order to ensure that plants get well established, plants will need deep watering during the drier months for the first two or three years. Remember to water after a dry period even when the planting beds are established.

Weeding: Weed the planting beds 3 - 5 times a year to keep invasive plants and weeds under control. Some plants may need to be deadheaded or lightly pruned.

Fertilizing: Do not apply fertilizers to your rain garden. The rain garden soil mix provides plenty of nutrients and your garden is planted with native plants that are adapted to this region, no fertilizing is needed.

Herbicides and Pesticides: Do not use herbicides or pesticides in your rain garden.

Erosion control: Check the rain garden for areas of exposed soil, particularly in the fall before the wet season begins, as well as in the winter. If erosion persists in the rain garden, too much water may be flowing into the garden too rapidly.

Plant replacement: Occasionally certain plants in the new rain garden will not thrive or become a problem in the rain garden. Make a note of which plants did not function well and why. Replace plants as needed.

[THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]