

**SECTION I**

**COVENANTS, RIGHT OF ENTRY, BOND  
AND ASSIGNMENT FORMS**



# COVENANTS

## **P.1 Maintenance Covenants**

Whenever storm drainage facilities are to be maintained by a property owner's association within a subdivision, a covenant stating the property owners' specific maintenance responsibilities must be recorded on the plat and recorded against each lot in the subdivision. The covenant shall include the following or substantially similar language:

### MAINTENANCE COVENANT

Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on the plat for subdivision \_\_\_\_\_ . No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under Auditor's file number \_\_\_\_\_ .

## **P.2 Sanctions for Failure to Maintain**

If a property owner's association is to maintain drainage facilities, then the following or substantially similar words shall appear in the document creating the property owner's association:

In the event \_\_\_\_\_ (Project Proponent name) (or successors or the Property Owners Association), in the judgment of the County, fails to maintain drainage facilities within the plat, or if the Proponent or successors willfully or accidentally reduce the capacity of the drainage system or render any part of the drainage system unusable, the Proponent or successors agree to the following remedy: After 30 days notice by registered mail to the Proponent or successors, the County will assess financial sanctions (P.C.C. 18C.10.120) and /or initiate enforcement proceedings. In the event the County determines the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the County will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, the County will bill the owners of the facility for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by the County, including attorney's fees and expert's fees should legal action be required to collect such payments, shall be borne by the Proponent or successors.

**Note:**

Some pages in this document have been purposefully skipped or blank pages inserted so that this document will copy correctly when duplexed.

**NOTE: For the most current version contact Pierce County Planning and Land Services or on the Web at:**

**[www.co.pierce.wa.us/xml/services/home/property/pals/pdf/right%20of%20entry.pdf](http://www.co.pierce.wa.us/xml/services/home/property/pals/pdf/right%20of%20entry.pdf)**

**Right of Entry Agreement to Allow  
County Representatives Entry to Perform  
Inspections, Monitoring, Corrective Actions, and Construction**  
(Individual and Representative)

**Grantor and Grantee:** For purposes of this Agreement and for indexing by the Pierce County Auditor as required by R.C.W. Ch. 65.04, the parties to this agreement are \_\_\_\_\_, **Grantor(s)**, and Pierce County, **Grantee**.

**Legal Description of Property:** (Note: include abbreviated legal description if complete legal will not fit here and reference to where complete legal can be found.)

**Assessor Parcel No(s):**

\_\_\_\_\_

**A. Recitals**

1. Grantor is the owner of certain real property in Pierce County, Washington, described above and referred to in this agreement as "the subject property".
2. Grantor is applying for: \_\_\_\_\_  
Permit(s)/approval(s) associated with the development of a proposed project on the subject property. The permit numbers are: \_\_\_\_\_
3. Grantor acknowledges that there may be additional permits/approvals required prior to completion of the proposed project such as but not limited to: site development permits, final plat approval, wetland permits, etc. Grantor acknowledges that this right of entry agreement applies to all permits/approvals related to the proposed project even if the permits/approvals occur after the execution of this agreement.
4. In conjunction with the Grantor's proposed project referenced in Section A.2 above, the Grantor agrees to allow Pierce County personnel and its representative's access in accordance with Section B below.

**B. Access**

1. Grantor hereby grants to Pierce County Personnel and its representatives access to the subject property for the purpose of inspection and monitoring.
2. Grantor further grants to Pierce County personnel and its representatives access to the subject property for the purpose of completing requirements that have been financially guaranteed, such as but not limited to: site stabilization, completion of road and storm drainage construction, completion of conditions of approval, completion of mitigation measures, installation of wetland mitigation, correcting defective work, correcting defective facilities, etc.
3. Nothing in this agreement grants Pierce County the right to enter into any structure without the express consent of the property owner(s) or resident(s).

**C. Life of Agreement**

This agreement is temporary. It shall commence on the date of signing of this agreement and shall expire automatically when the County deems that all necessary conditions of approval, permit requirements, ordinance requirements, financial guarantee requirements, monitoring periods, and mitigation measures have been fulfilled and the proposed project referenced in Section A.2. has been completed.

**D. Successors and Assigns**

This agreement is intended to protect the value and desirability of the subject property and to benefit all citizens of Pierce County. It shall run with the land and during the life of the agreement be binding on all parties having or acquiring any right, title, interest, or any part thereof, of the subject property, including the grantor, heirs, successors and assigns. This agreement shall inure to the benefit of each present or future successor in interest of the subject property or any part thereof, or interest therein, and to the benefit of the citizens of Pierce County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

STATE OF WASHINGTON )  
 )  
County of Pierce )  
**Individual**

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who appeared before me, and that said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Or

**Representative**

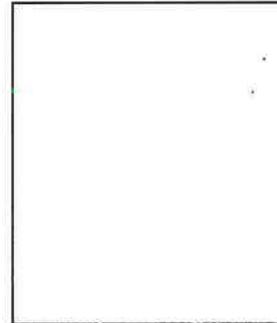
I certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who appeared before me, and that said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



My Appointment Expires: \_\_\_\_\_

**Note:**

Some pages in this document have been purposefully skipped or blank pages inserted so that this document will copy correctly when duplexed.

**BOND**

Updated 6/10/08

PIERCE COUNTY APPLICATION/PERMIT NUMBER \_\_\_\_\_ SERIAL NUMBER \_\_\_\_\_.

I/we \_\_\_\_\_, as Principal,

and \_\_\_\_\_ as Surety, are held and firmly bound unto Pierce County, a political subdivision of the State of Washington, as Obligee, hereinafter referred to as the County, in the full and just sum of \$ \_\_\_\_\_ (minimum \$5,000), the payment of which to be made we do bind ourselves, successors, and assigns firmly by these presents.

The purpose of this Bond is to secure the completion and approval of the following requirements. Please check the applicable box(s).

<b>Resource Management <sup>1.</sup></b>	<b>Current Planning <sup>1.</sup></b>	<b>Development Engineering <sup>1.</sup></b>
<input type="checkbox"/> wetland installation <sup>2.</sup> <input type="checkbox"/> wetland monitoring <sup>2.</sup> <input type="checkbox"/> reforestation <input type="checkbox"/> other: _____	<input type="checkbox"/> landscaping <input type="checkbox"/> park/playground <input type="checkbox"/> fencing <input type="checkbox"/> street trees <input type="checkbox"/> other: _____	<input type="checkbox"/> reclamation <sup>2.</sup> <input type="checkbox"/> construction <sup>2.</sup> <input type="checkbox"/> defect & maintenance <sup>2.</sup> <input type="checkbox"/> street lights <sup>2.</sup> <input type="checkbox"/> temporary approach <sup>2.</sup> <input type="checkbox"/> expedited bonding for plats <sup>2.</sup> <input type="checkbox"/> sidewalks <sup>2.</sup> <input type="checkbox"/> other: _____
<b>Fire Prevention <sup>1.</sup></b>		
<input type="checkbox"/> fire hydrant (s) <input type="checkbox"/> water system (s)		

- Note: 1. Individual sections must be bonded separately.  
2. These requirements must be bonded separately.

The requirements will be met or the work performed in accordance with the applicable County ordinance(s), approvals, permits, mitigation and/or approved plans.

The Principal is developing a certain parcel(s) of land in unincorporated Pierce County, in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, W.M.,

development known as: \_\_\_\_\_.

The County requires that a good and sufficient bond be furnished by said Principal guaranteeing the satisfactory completion of said requirements or work. The condition of this obligation is such that said Principal shall complete said requirements and perform work to the satisfaction of the County. This obligation shall remain in full force and effect until a written release is received from Pierce County.

Upon failure of the Principal to complete the requirements or work, the Surety shall, within 60 days of receiving notice of Principal's failure make a written commitment to Pierce County that it will (a) cure the default to the satisfaction of the County within a time period agreed to by the Surety and the County, or (b) tender to the County the full amount of the Bond.

Should the Surety elect option (b), then upon completion of the requirements or work and acceptance of such requirements or work by the County, the County shall, after acceptance of any warranty, monitoring, or other ordinance requirements, return any excess to the Surety.

The obligations of the Surety and Principal shall not be discharged and shall remain in effect in the event of any extension of time for the Principal's performance of the requirements or work, including amendments thereto. The Surety hereby waives notice of any extensions or amendments.

The Principal's obligation to perform the requirements or work or pay fees and other amounts is not limited to the amount of this Bond.

No right of action shall accrue hereunder to or for the use of any persons, firm or corporation other than the County. In the event that this project becomes part of an incorporated area, Pierce County may transfer its rights and obligations under this Bond to any successor jurisdiction. Notice of the transfer will be mailed to the last known address of the Principal and Surety.

If this financial guarantee is collected for any reason, Pierce County will not accept subsequent financial guarantees from the above-named Principal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_  
Print Name of Company

\_\_\_\_\_  
Print Name of Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

( )

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

( )

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Surety

Attach Power of Attorney Form to Bond

LOCAL AGENCY

\_\_\_\_\_  
Name of Local Agency

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

( )

\_\_\_\_\_  
Telephone Number



**DO NOT FAX THIS FORM**  
ONLY ORIGINAL SIGNATURES WILL BE ACCEPTED

QUESTIONS/COMMENTS  
PLEASE CONTACT KIM  
JASIONKOWSKI-  
253.798.2193

SAMPLE

**Note:**

Some pages in this document have been purposefully skipped or blank pages inserted so that this document will copy correctly when duplexed.

**ASSIGNMENT OF FUNDS**

Updated 6/10/08

PIERCE COUNTY APPLICATION/PERMIT NUMBER \_\_\_\_\_.

At the direction of \_\_\_\_\_, as Principal,  
\_\_\_\_\_ as Financial Institution,  
is holding funds in the amount of \$ \_\_\_\_\_  
in Account Number \_\_\_\_\_.

The purpose of this Assignment is to secure the completion and approval of the following requirements. Please check the applicable box (s).

<b>Resource Management <sup>1.</sup></b>	<b>Current Planning <sup>1.</sup></b>	<b>Development Engineering <sup>1.</sup></b>
<input type="checkbox"/> wetland installation <sup>2.</sup> <input type="checkbox"/> wetland monitoring <sup>2.</sup> <input type="checkbox"/> reforestation <input type="checkbox"/> other: _____	<input type="checkbox"/> landscaping <input type="checkbox"/> park/playground <input type="checkbox"/> fencing <input type="checkbox"/> street trees <input type="checkbox"/> other: _____	<input type="checkbox"/> reclamation <sup>2.</sup> <input type="checkbox"/> construction <sup>2.</sup> <input type="checkbox"/> defect & maintenance <sup>2.</sup> <input type="checkbox"/> street lights <sup>2.</sup> <input type="checkbox"/> temporary approach <sup>2.</sup> <input type="checkbox"/> expedited bonding for plats <sup>2.</sup> <input type="checkbox"/> sidewalks <sup>2.</sup> <input type="checkbox"/> other: _____
<b>Fire Prevention <sup>1.</sup></b>		
<input type="checkbox"/> fire hydrant (s) <input type="checkbox"/> water system (s)		

- Note: 1. Individual sections must be bonded separately.  
2. These requirements must be bonded separately.

The Principal is developing a certain parcel(s) of land in unincorporated Pierce County, in  
Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, W.M.,  
development known as: \_\_\_\_\_.

We have been instructed by the Principal that these funds are to be used for the sole purpose described above. In the event said Principal fails to complete said requirements within the required time limits and to the satisfaction of Pierce County said funds will be made available to Pierce County.

Failure of the Financial Institution to hold the required amount until released by Pierce County will bind the Financial Institution for the amount owed, and for legal fees and costs necessary to enforce collection of the Assignment.

This obligation shall remain in full force and effect until a written release is received from Pierce County. Pierce County may proceed with immediate collection of the funds upon expiration of the permit or at Pierce County's discretion.

The Financial Institution agrees that these funds will be paid to Pierce County within 10 days of receiving written notice that Pierce County has determined that the necessary requirements have not been satisfactorily performed. The Financial Institution shall have no duty or right to evaluate the correctness or appropriateness of

such notice or determination by Pierce County and shall not interplead or in any manner delay said payment of funds to Pierce County. Any unexpended funds shall be returned to the Principal upon completion of the necessary requirements.

The obligations of the Financial Institution and Principal shall not be discharged and shall remain in effect in the event of any extension of time for the Principal's performance of the agreement or of any amendment of approved plans used for construction of the project. The Financial Institution hereby waives notice of any such extensions or amendments.

The Principal's obligation to perform the work or pay fees and other amounts is not limited to the amount of this Assignment of Funds.

In the event that this project becomes part of an incorporated area, Pierce County may transfer its rights and obligations under this Assignment of Funds to any successor jurisdiction without notice to the Principal or Financial Institution.

If this financial guarantee is collected for any reason, Pierce County will not accept subsequent financial guarantees from the above-named Principal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

PRINCIPAL

FINANCIAL INSTITUTION

\_\_\_\_\_  
Print Name of Company

\_\_\_\_\_  
Print Name of Financial Institution

\_\_\_\_\_  
Print Name of Principal

\_\_\_\_\_  
Print Name of Financial Institution Officer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Financial Institution Officer

**NOTICE! THE FINANCIAL INSTITUTION OFFICER'S SIGNATURE IS TO BE NOTARIZED NOT THE PRINCIPAL'S.**

I certify that I know or have satisfactory evidence that

\_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the officer of

\_\_\_\_\_  
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Title) in and for the State of Washington, Residing at

\_\_\_\_\_ My appointment expires \_\_\_\_\_

\_\_\_\_\_  
Print Notary Name



**DO NOT FAX THIS FORM**  
ONLY ORIGINAL SIGNATURES WILL BE ACCEPTED

QUESTIONS/COMMENTS  
PLEASE CONTACT KIM  
JASIONKOWSKI-253.798.2193

SAMPLE

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