

Return to County Engineer
Right of Way Department

**5 1051 STORMWATER MAINTENANCE AGREEMENT
HIGH POINT - WOODLAND ESTATES PUD**

This Stormwater Maintenance Agreement ("Agreement") is made this 4 day of October 2005 among Landworks Development, Inc., a Washington corporation ("Developer"), Northview Joint Venture ("Owner"), Woodland Estates Master Home Owner Association, a Washington non-profit corporation ("Association") and Spokane County, a political subdivision of the State of Washington ("County"), to wit:

Assessor's Parcel no. 46311.9106 NE1/4 Sec.31, Twn.26N, Rg 44 E.W.M.

RECITALS

WHEREAS, the Developer and Owner are the owners of land legally described on Exhibit "A" (the "Property");

WHEREAS, pursuant to the provisions of RCW Chapter 36.89 and Section 9.14.220 of the Spokane County Code, the County may assume maintenance and operation responsibility of drainage facilities which lie outside the County road rights-of-way, under certain conditions; and

WHEREAS, a system of stormwater collection and disposal to be installed will jointly and collectively serve the Woodland Estates Preliminary Plat as it is developed and platted, and the stormwater facilities will be available to the residents as they occupy the houses therein; and

WHEREAS, the Developer and Owner are in need of a government agency to assume responsibility for the continuous and satisfactory operation and maintenance of the stormwater system outside of the private road(s), and within accepted easements within the Property; and

WHEREAS, there is an established Stormwater Service Area created by Resolution No. 95-0238, as amended, and referred to as "*The Woodland Estates - Columbia Heights Service Area*" and the intent of this Agreement is to add the Property to the previously established *Woodland Estates - Columbia Heights Service Area*; and

WHEREAS, the drainage system for High Point - Woodland Estates PUD discharges stormwater into the Woodland Estates System; and

WHEREAS, the County is willing to assume the responsibility of operation and maintenance of all portions of the stormwater system outside private roads, on the terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions hereafter set forth, the parties hereto agree as follows:

1. Subdivision Stormwater System. For purposes of this Agreement, the "*High Point System*" shall refer to the permanent drainage facilities that are constructed within the Property. The *High Point System* is composed entirely of private facilities that shall not be maintained by Spokane County. The covered stormwater system shall refer only to the permanent drainage facilities that are constructed within the *Woodland Estates - Columbia Heights Service Area*, which lie outside of county road rights-of-way in drainage easements. All permanent drainage facilities in the *Woodland Estates - Columbia Heights Service Area* are referred to as the "*Total Stormwater System*". The *Total Stormwater System* serves that portion of the Woodland Estates Preliminary Plat that drains to Tract A, which is the stormwater pond located in the southeastern portion of the Woodland Estates Preliminary Plat. Spokane County shall not maintain portions of the *Total Stormwater System* that are located upon or within private roads, nor will the County accept private roads as easements to access portions of the Stormwater System subject to the maintenance requirements of this Agreement. The maintenance of portions of the stormwater system within or upon private roads shall be the responsibility of the property owners owning lots within the Property, acting through the Association.

2. **Construction.** The Developer/Owner at their sole expense shall construct the **Total Stormwater System**, both public and private facilities, together with all appurtenant facilities to a capacity and design satisfactory to the County, and in conformance with Board of County Commissioners' Resolution No. 01-0298, as amended.
3. **Certification.** The construction of the drainage facilities shall be performed in accordance with the April 2002 Spokane County Project Construction Certification Procedures for Road, Drainage, and Sewer Projects. When the Developers have verified that construction of the Drainage Facilities is complete, the Developers shall furnish Spokane County with a certification from a registered professional engineer that the Drainage Facilities have been constructed in accordance with the accepted plans and specifications as required above in this Agreement. Spokane County will accept the Drainage Facilities as complete following verification of the certification package. Certification by Developers' engineer shall also include preparation and submittal of record drawings by said the Developers' engineer showing all portions of the system, as constructed. Any deviations from the accepted plans shall be approved by Spokane County prior to receipt of the record drawings.
4. **Right of Inspection.** The Developer/Owner shall be responsible for construction inspection in accordance with Section 9.06 and 9.10 of the 2001 Spokane County Road Standards. The construction of the **High Point System** shall conform to the requirements as outlined in Section 5 of the 2001 Spokane County Road Standards. Additionally, the County and the Developer/Owner mutually agree that the County may perform inspections of each phase of the Woodland Estates System during construction. The Developer/Owner shall pay all costs of inspection, including, but not limited to, labor (including fringe benefits) and mileage.
5. **Final Inspection prior to Maintenance Acceptance.** Upon completion of High Point System and Blue Fox System, project certification per Section 3 above, and after the 24-month warranty has successfully run, the **Total Stormwater System** shall be cleaned by the developer. Modifications to the **Total Stormwater System** were proposed as part of the improvements for the Blue Fox – Woodland Estates plat. Spokane County shall make a final inspection and upon finding the system satisfactory, Spokane County shall accept it for operation and maintenance.

Spokane County will **not** maintain the drainage facilities until the certification package for the Blue Fox and High Point – Woodland Estates plats are accepted by Spokane County as complete, the roads are established, and the two year warranty period has successfully passed. The Developer/Owner is responsible for maintaining the drainage facilities until the certification package for this project is accepted by Spokane County as complete, the roads have been established, and the two year warranty period for this project has successfully passed.
6. **Additions.** No stormwater runoff from additional land areas outside of the **Woodland Estates – Columbia Heights Service Area** shall be connected nor shall groundwater, domestic, landscape waters be discharged, during the life of this Agreement, to the **Total Stormwater System** without the expressed written approval of the County. However, stormwater runoff, which flows onto the Property or other portions of the **Woodland Estates – Columbia Heights Service Area** in its natural state, is permitted. No groundwater drains may be connected to the **Total Stormwater System**.
7. **Warranty.** All work performed by the Developer/Owner or his agents and all facilities constructed and installed in connection with the **High Point System** shall be guaranteed for a period of twenty four months from the date of acceptance of such phase as provided in Sections 5 and 8. The Developer/Owner also warrants that the **High Point System** will be adequate to serve the Property at full development.
8. **Operation and Maintenance, Capital Improvements Sinking Fund -** Spokane County shall provide for replacement or construction of new facilities when needed - such as replacing storm culverts, manholes, catch basins, and other drainage facilities - or construction of other needed drainage facilities, for drainage facilities within the **Total Stormwater System**. Additional fees may need to be collected for replacement of drainage structures and pipes, as needed, in the future to benefit the **Woodland Estates – Columbia Heights Service Area**. Spokane County shall keep an accurate record of the costs to operate and maintain the **Total Stormwater System**, and keep a record of monies set-aside for the capital improvement sinking fund and a record of when the monies are spent for any capital improvements. Such records shall be open to inspection by the Developer/Owner.
9. **Annual Service Charge.** The County shall be responsible for the collection of an annual service charge from each owner of a dwelling unit within the **Woodland Estates – Columbia Heights Service Area** to defray the annual maintenance and operation costs of the **Total Stormwater System**, and to provide a set-aside fund for future capital improvements. The annual service charge for each dwelling unit within the Property shall be \$ 40.55 for each residential unit.

The annual charge shall apply for each dwelling unit commencing as provided in Section 13. The annual charge shall be on a calendar basis, except that the charge for the first year shall be prorated for that portion of the calendar year after the annual service charge is effective. -

Such service charges collected shall be deposited in a special fund in the County treasury to be used only for the purpose of paying all or any part of the costs and expenses of operating and maintaining the drainage facilities and having set-aside monies for capital improvements as reasonable or necessary, for the **Total Stormwater System**.

10. Revision of Annual Charges. The above schedule of annual charges shall remain in force and effect until such time as a revised schedule of charges is approved by resolution of the Board of County Commissioners after public notice of the intention to revise charges and public hearing thereon. The effective date of revised charges shall be as approved by such resolution but not less than thirty days after the adoption of such resolution. The Developer/Owner shall be responsible for insuring that all initial occupants and any dwelling unit built within the Property are aware of the provisions within this Agreement concerning annual service charges and general stormwater service charges.

To the extent that the annual charges received from units served by the **Total Stormwater System** exceed the operation and maintenance costs and set-aside funds for needed capital improvements of the **Total Stormwater System**, it is understood and agreed by the parties that said excess monies shall be rebated to each of the units. If the annual charges are not sufficient to cover the operation and maintenance costs of the **Total Stormwater System**, the schedule of charges shall be increased as stated herein.

11. Delinquent Charges. Delinquent charges shall bear interest and the County shall have a lien as provided in Chapter 36.89 RCW and Section 9.14.225 of the Spokane County Code.

12. Commencement of Assessments. The annual service charge assessment for each dwelling unit created within the Property, as described in Section 7, and subject to revision as provided in Section 8, shall commence when the final plat has been filed, the street and drainage improvements are certified by the Developer's Engineer, and said certification has been accepted by Spokane County. Further, until the final plat is issued, the Owner and Developer shall be responsible for assuring that erosion control measures are performed as required by the Spokane County Engineer to prevent excess runoff or sedimentation from entering the **Total Stormwater System**.

13. Survival of Covenants and Binding Effect. All of the promises, covenants, terms and conditions of this Agreement shall survive the conveyance hereunder, and this Agreement shall extend to and bind the successors and assigns of the respective parties hereto. The terms of this Agreement shall be included in the sales agreements conveying any properties, including lots, within the Property.

14. Term. This Agreement shall remain in full force and effect until the date of Conveyance as provided in Section 17 herein.

15. Tax. The Developer/Owner and/or Association shall be responsible for paying any and all real, personal, and other taxes as come due and are owing on the **High Point System** or real property housing the same until the **High Point System** is conveyed as provided in Section 17 herein. In the event that any taxes are not paid when they come due and are owing, the County shall have the right to immediately terminate any of its obligations under this Agreement to operate or maintain the **High Point System** upon 30 days notice to the Developer/Owner and Association, during which time the Developer/Owner and/or Association may cure said breach, and the County reserves the right to pursue any other legal remedies available for the Developer/Owners' and/or Association's breach of this provision pertaining to said first phase, or upon assignment, the Association.

16. Conveyance and Reversion. The County is in the process of developing a Comprehensive Stormwater Management Program and Plan. It is possible that part or all of the **High Point System** may be incorporated into this Plan. At such time as part or all of the **High Point System** is proposed to be incorporated, the County will give the Developer/Owner 30 days notice of such action. The Developer/Owner shall convey such portions of the Stormwater System and all rights and appurtenances thereto as necessary. Conveyance shall be at no cost to the County; and shall be accomplished by an appropriate Quit Claim Deed and/or Bill of Sale for all real and personal property involved. Those facilities, if any, as determined by the County Engineer to be no longer necessary for the **High Point System** shall be conveyed and returned to the Developer/Owner or their successors.

17. General Stormwater Service Charges. The Developer/Owner or successor(s) in interest agree to pay general stormwater service charges as may be imposed under Chapter 9.70 of the Spokane County Code, in addition to those stated in Sections 9, 10, and 11 above.

18. Litigation. In the event any action is brought arising out of, or involving a breach of warranty or other action involving this Agreement, it is agreed that the venue of such action shall be in Spokane County, and it further is agreed that the prevailing party shall be entitled to attorneys fees as determined by the Court to be reasonable.

19. Billing, Payment, and Collection: The County Engineer or designee shall prepare and certify a roll identifying the parcels to be charged and the amount to be paid. The County Engineer through agreement with the County Treasurer may arrange for the charge to be placed upon the property tax bills to the taxpayer within the Falcon Ridge Service Area. All charges shall be due and payable in accordance with RCW 84.56.020. Thereafter, accounts shall be deemed delinquent and shall bear interest at 1 percent per month, computed on a monthly basis from the date of delinquency until paid in full.

DEVELOPER:

NORTHVIEW JOINT VENTURE:

LANDWORKS DEVELOPMENT, INC.

By: [Signature]

[Signature]
Bryan Walker

Its: President

Its: Member

WOODLAND ESTATES MASTER HOME OWNER ASSOCIATION

By: THEODORE G GUNNING

Its: PRES

Theodore G Gunning by
Theodore G. Gunning
Theodore G. Gunning

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 4 day of October 2005 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Bryan Walker known to be the President of Landworks Development, Inc., the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

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



Cynthia K. Calvert
NOTARY PUBLIC, in and for the State of Washington, residing at Spokane.
My commission expires: 2-15-07.
Cynthia K. Calvert
Printed Name

STATE OF WASHINGTON)

) ss.

COUNTY OF SPOKANE)

On this 4 day of October 2005 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me BRYAN WALKER known to be the member of Northview Joint Venture, the

corporation described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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 in this certificate above written.



Cynthia K. Calvert
NOTARY PUBLIC, in and for the State of Washington, residing at Spokane.
My commission expires: 2-15-07.
Cynthia K. Calvert
Printed Name

STATE OF WASHINGTON)
County of Spokane) ss.

On this 4 day of October 2005 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Gunning POA for Theodore G. Gunning to me known to be the President of the Woodland Estates Master Home Owner Association, the association that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

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



Cynthia K. Calvert
NOTARY PUBLIC, in and for the State of Washington, residing at Spokane.
My commission expires: 2-15-07.
Cynthia K. Calvert
Printed Name

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signature]
PHIL HARRIS, CHAIRMAN

[Signature]
TODD MIELKE, VICE-CHAIR

[Signature]
MARK RICHARD, COMMISSIONER

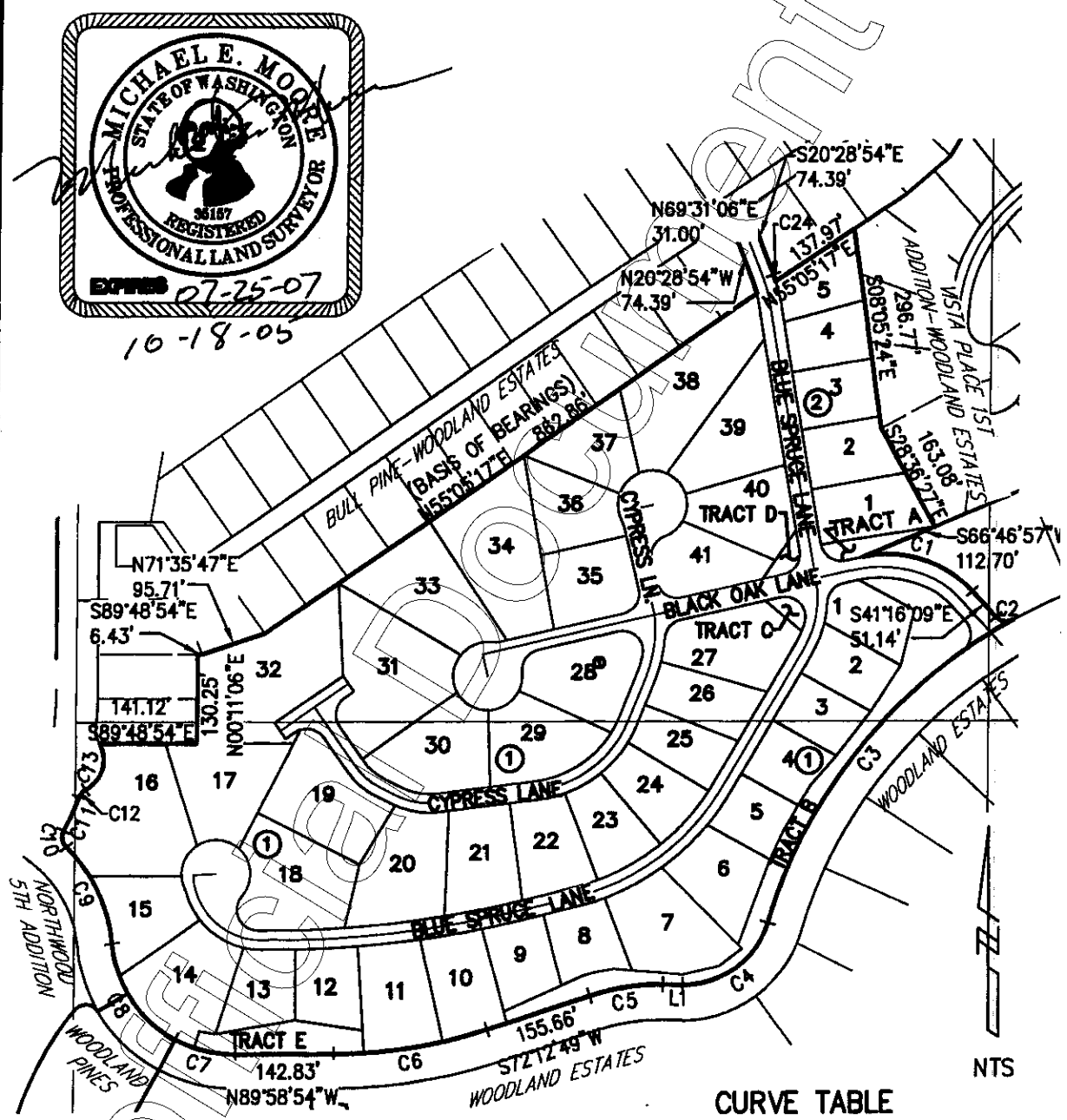
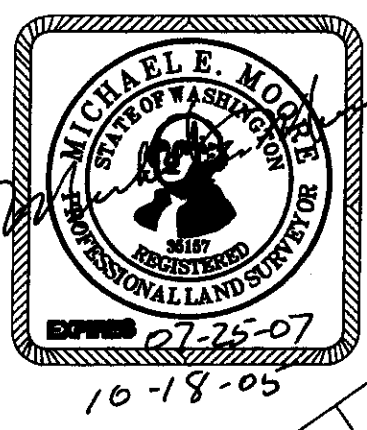


ATTEST: DANIELA ERICKSON,

By [Signature]
CLERK OF THE BOARD

5 1051

EXHIBIT A-1
FINAL PLAT OF
HIGH POINT AT WOODLAND ESTATES
(PLANNED UNIT DEVELOPMENT)
LOCATED IN THE NORTH HALF OF
SECTION 31, TOWNSHIP 26 NORTH, RANGE 44 EAST, W.M.,
SPOKANE COUNTY, WASHINGTON



LINE TABLE

LINE	LENGTH	BEARING
L1	28.36'	S88°50'16"E

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	163.01'	173.97'	96.30'	165.83'	61°08'51"
C2	20.00'	27.20'	16.17'	25.15'	77°54'37"
C3	739.50'	579.37'	305.47'	564.66'	44°53'20"
C4	125.00'	164.13'	96.32'	152.59'	75°13'54"
C5	325.00'	107.48'	54.24'	106.99'	18°56'55"
C6	725.00'	225.29'	113.56'	224.39'	17°48'17"
C7	184.72'	90.67'	46.27'	89.77'	28°07'30"
C8	175.00'	173.35'	94.53'	166.35'	56°45'20"
C9	225.00'	159.51'	83.27'	156.19'	40°37'08"
C10	20.00'	25.46'	14.78'	23.78'	72°56'15"
C11	440.00'	55.66'	27.87'	55.62'	7°14'52"
C12	20.00'	14.41'	7.53'	14.10'	41°16'54"
C13	50.00'	78.52'	49.98'	70.69'	89°58'24"
C24	215.50'	10.66'	5.33'	10.66'	2°50'00"



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LANDSCAPE ARCHITECTURE
LAND SURVEYING