

### **APPENDIX C: REAL ESTATE DOCUMENTS**

1. Recording Cover Sheet
2. Quit Claim Deed – Limited Liability
3. Quit Claim Deed – Limited Partnership
4. Stormwater Facility Maintenance Covenant
5. Temporary Construction Easement
6. Sensitive Area Easement

**1. Recording Cover Sheet**

*(All appendix documents are samples only and subject to change without notice)*

Return Address:

City of Kent  
Property Management  
220 4<sup>th</sup> Avenue South  
Kent, WA 98032-5896

(Please print or type information) **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

<p><b>Document Title(s)</b> (or transactions contained therein). All areas applicable to your documents <u>must</u> be filled in.</p> <p>1. 2. 3. 4.</p>
<p><b>Reference Number(s) of Documents assigned or released:</b></p> <p>Additional reference #'s on page _____ of document.</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <p>1. 2. 3. 4. <input type="checkbox"/> Additional names on page _____ of document.</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p>1. 2. 3. 4. <input type="checkbox"/> Additional names on page _____ of document.</p>
<p><b>Legal descriptions</b> (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p><b>Assessor's Property Tax parcel/Account Number</b></p> <p><input type="checkbox"/> Assessor Tax # not yet assigned.</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

**2. Quit Claim Deed – Limited Liability**

*(All appendix documents are samples only and subject to change without notice)*

AFTER RECORDING MAIL TO:

City of Kent  
220 4th Avenue South  
Kent, WA 98032  
Attn: Property Management

Grantor(s):  
Grantee(s): **City of Kent**  
Abbreviated Legal Description:  
Additional Legal Description is on Page(s) \_\_ of Document  
Assessor's Tax Parcel No.: STR: \_\_\_\_\_  
Project: Permit No.:

QUIT CLAIM DEED  
(Limited Liability Company)

THE GRANTORS \_\_\_\_\_, and in consideration of \_\_\_\_\_, conveys and quit claims to CITY OF KENT for any and all municipal purposes as Grantee, the following described real estate, situated in the County of KING, State of Washington including any after acquired title:

Refer to Exhibit "A" attached and made a part hereto

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_ Its: \_\_\_\_\_



3. Quit Claim Deed – Limited Partnership

(All appendix documents are samples only and subject to change without notice)

AFTER RECORDING MAIL TO:

City of Kent
220 4th Avenue South
Kent, WA 98032
Attn: Property Services

Reference Number of Related Document:

Grantor(s):

Grantee(s): City of Kent

Abbreviated Legal Description:

Additional Legal Description is on Page(s) of Document

Assessor's Tax Parcel No.:

STR: \_\_\_\_\_

Project/Permit No:

QUIT CLAIM DEED
(Limited Partnership)

THE GRANTORS \_\_\_\_\_ for and in consideration of \_\_\_\_\_ conveys and quit claims to CITY OF KENT for any and all municipal purposes as Grantee, the following described real estate, situated in the County of KING, State of Washington including any after acquired title:

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

STATE OF \_\_\_\_\_ )

)SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ a Limited Partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, and for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print name: \_\_\_\_\_
Notary Public in and for the State of \_\_\_\_\_
, residing at \_\_\_\_\_
My commission expires \_\_\_\_\_

**4. Stormwater Facility Maintenance Covenant**

*(All appendix documents are samples only and subject to change without notice)*

AFTER RECORDING MAIL TO:

Property Management  
City of Kent  
220 4th Avenue South  
Kent, WA 98032

Reference Number of Related Document: \_\_\_\_\_

Grantor(s): \_\_\_\_\_

Grantee(s): **City of Kent**

Abbreviated Legal Description: \_\_\_\_\_

Additional Legal Description is on Page(s) \_\_\_\_ of Document

Assessor's Tax Parcel Nos: \_\_\_\_\_

Project: \_\_\_\_\_ Permit No. \_\_\_\_\_

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**DECLARATION OF STORMWATER FACILITY  
MAINTENANCE COVENANT**

IN CONSIDERATION OF THE City of Kent ("City") approval for: \_\_\_\_\_  
\_\_\_\_\_ relating to real property legally described as follows:

See attached Exhibit "A"

The undersigned Grantor(s) declares that the above-described property is subject to a privately maintained stormwater drainage, detention, and/or stormwater treatment system (the "Stormwater Facilities"), and also covenants and agrees as follows:

**DUTIES OF GRANTOR(S):**

1. Grantor(s) shall regularly inspect and maintain/repair the private Stormwater Facilities on the said-described property in accordance with the standards specified in the City's Design and Construction Standards, specifically including Appendix D ("Maintenance Requirements for Privately Maintained Drainage Facilities"), as now collectively enacted or hereafter amended, which are incorporated by this reference as if fully set forth herein (the "City Design and Construction Standards").

2. Grantor(s) shall inspect the Stormwater Facilities as often as conditions require, but in any event at least once each year. Grantor(s) shall, within four weeks after each inspection, maintain/repair the Stormwater Facilities as required by the City Design and Construction Standards.
3. Grantor(s) shall inspect each element of the Stormwater Facilities whenever the City's Public Works Director ("Director"), in his/her sole discretion, determines that unacceptable conditions exist within or adjoining to the Stormwater Facilities. Similarly, the Director, in his/her sole discretion, may require the Grantor(s) to complete the maintenance/repair of the Stormwater Facilities within a shorter time period than allowed in Section 2, above.
4. Grantor(s), in effecting this maintenance/repair, shall restore the Stormwater Facilities to an acceptable condition to the extent listed and/or described in the City Design and Construction Standards.
5. Grantor(s) is hereby required to obtain written approval from the Director prior to grading, filling, piping, cutting or removing vegetation (except for routine and minor landscape maintenance) in open vegetated drainage facilities (such as biofiltration swales, channels, ditches, ponds, etc.) or performing any alterations or modifications to the Stormwater Facilities. Grantor(s) shall obtain all necessary permits and provide all required land surveys as required by the City Design and Construction Standards.
6. Grantor(s) shall assume all responsibility for the implementation and cost of any maintenance and/or repairs to the Stormwater Facilities.

### RIGHTS OF THE CITY:

1. The City shall have ingress and egress rights to the said-described property for inspection and monitoring of the Stormwater Facilities in order to determine performance, operational flows or defects in the Stormwater Facilities, all in accord with the City Design and Construction Standards.
2. If the City determines that, pursuant to the City Design and Construction Standards, the Stormwater Facilities require maintenance and/or repair work, the Director shall deliver written notice to the Grantor specifically describing the required maintenance and/or repair. The notice shall also set a reasonable time in which Grantor must complete the described work. The notice shall also state that the City or its authorized agent may perform the authorized maintenance and/or repair if the Grantor(s) fails to complete the maintenance and/or repair within the time allowed.
3. If the Grantor(s) does not complete the required maintenance and/or repair within the time allowed as set forth in the Director's notice, the City or its authorized agent will not commence the maintenance and/or repair work described in the Director's notice until at least seven (7) calendar days after the expiration of the time allotted to Grantor to make the maintenance and/or repair. However, if the Director determines, at his or her sole discretion, that an imminent danger exists, the City's obligation to provide written notice shall be deemed waived, and the City or its authorized agent may immediately begin the required maintenance and/or repair work.

4. If the City or its authorized agent performs the required maintenance and/or repairs to the Stormwater Facilities, Grantor(s) shall reimburse the City all its costs incurred in completing the maintenance and/or repairs within thirty (30) calendar days of Grantor's receipt of the City's invoice for that work, accompanied by supporting evidence of the costs being billed. Overdue payments shall accrue interest at the rate of twelve percent (12%) per annum.
  
5. If the Director determines, in his/her sole discretion, that the Stormwater Facilities, if originally constructed in accordance with the City's approved design, need further modifications, Grantor(s) authorize the City to enter the Stormwater Facilities property in order to make these modifications at the City's cost. This provision does not apply to modifications required by further development permit applications by Grantor(s).

Any notice or consent required to be given or otherwise provided for by the provisions of this agreement shall be effective either upon personal delivery or three (3) calendar days after mailing by Certified Mail, return receipt requested.

This Covenant is intended to protect the value and desirability of the property described above, including the larger parcel(s), if any, benefited by the Stormwater Facilities. Further, this Covenant shall be a covenant running with the land forever.

**GRANTOR(S)**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

**(ATTACH NOTARY APPROPRIATE FOR THE GRANTOR)**

APPROVED AS TO FORM:

\_\_\_\_\_  
Kent Law Department

**5. Temporary Construction Easement**

*(All appendix documents are samples only and subject to change without notice)*

AFTER RECORDING MAIL TO:

Property Management  
City of Kent  
220 4th Avenue South  
Kent, WA 98032

Reference Number of Related Document:

Grantor(s):

Grantee(s): City of Kent

Abbreviated Legal Description:

Additional Legal Description is on Page(s) of Document

Assessor's Parcel No.:

Project:

**Temporary Construction Easement  
(Corporate)**

THIS AGREEMENT made this day of \_\_\_\_\_ 20\_\_\_\_, by and between

hereinafter called "Grantors" and CITY OF KENT, municipal corporation of King County, Washington, hereinafter called "Grantee".

WITNESSETH: That said Grantor(s), for and in consideration of \_\_\_\_\_ do by these presents grant, bargain, sell, convey, and confirm unto the said Grantee, its successors or assigns, a temporary easement to be used only during construction of \_\_\_\_\_ on adjacent property. The said temporary easement shall be through and across the following described property situated in King County, Washington:

**Refer to Exhibit "A" Attached and made a part hereto.**

Said temporary construction easement shall remain in force during construction and until such time as said \_\_\_\_\_ and appurtenances have been accepted for maintenance and operation by the City of Kent.

The said Grantee shall have the right, without prior institution of any suit or proceeding at law, at such times as may be necessary to enter upon said above described property for the purpose of construction of said \_\_\_\_\_ or making any connections therewith, without incurring any legal obligation or liability therefore, provided that such constructing of said \_\_\_\_\_ shall be accomplished in such a manner that the existing improvements and land contours existing in the right-of-way shall not be disturbed or destroyed or in the event that they are



**6. Sensitive Area Easement**

*(All appendix documents are samples only and subject to change without notice)*

WHEN RECORDED RETURN TO:

Property Management  
City of Kent  
220 Fourth Avenue South  
Kent, Washington 98032

**Grantor:** \_\_\_\_\_

**Grantee:** City of Kent

**Abbreviated Legal Description:** \_\_\_\_\_

**Additional Legal Description on page \_\_\_\_\_ of Document.**

**Assessor's Tax Parcel ID No. \_\_\_\_\_ STR: \_\_\_\_\_**

**Project Name: \_\_\_\_\_ Permit No. \_\_\_\_\_**

**Document Date:** \_\_\_\_\_

**SENSITIVE AREA EASEMENT**

THIS INSTRUMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Grantor"), and CITY OF KENT, a Washington municipal corporation of King County, ("Grantee"):

That Grantor(s) for and in consideration of mutual benefits derived does grant to Grantee, its successors and /or assigns, an easement for sensitive area preservation and maintenance over, through, across and upon the property situated in King County, Washington, specifically described in Exhibit A (the "Easement Area") and graphically depicted in Exhibit B.

The easement rights conveyed for preservation, maintenance, and enhancement of the Easement Area include, but are not limited to, control of surface water and erosion; maintenance of slope stability; buffering for visual and auditory purposes; and protection of water quality, plant ecology and wildlife habitat ("Easement Purposes").

Grantor shall leave undisturbed all trees and other vegetation within the Easement Area, unless prior written approval of the Grantee is obtained. No building foundations, structures, fill, or obstructions (including, but not limited to outbuildings and overhangs) are allowed within fifteen (15) feet of the Easement Area, unless otherwise approved in writing by Grantee.

Grantee shall have the right without prior institution of suit or proceeding at law, at times as may be necessary, to enter upon the Easement Area and immediate adjacent areas with the necessary equipment for all Easement Purposes; provided that the Easement Purposes shall be accomplished in such a manner that the private improvements existing adjacent to the Easement Area shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the Easement Area was entered upon by the Grantee.

This Easement shall be a covenant running with the land forever and shall be binding on the Grantor's successors, heirs and assigns. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public for access or for any purposes other than those specifically granted herein.

GRANTOR:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

*(Notary Acknowledgement on Next Page)*

SAMPLE

2009 CITY OF KENT DESIGN & CONSTRUCTION STANDARDS

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be \_\_\_\_ free and voluntary act and deed for the uses and purposes mentioned in this instrument.

*-Notary Seal Must Appear Within This Box-*

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kent Law Department

SAMPLE