RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

**CITY OF SAMMAMISH**

**C/O PERMIT CENTER**

**801 228TH AVENUE SE**

**SAMMAMISH, WA 98075**

**DECLARATION OF COVENANT**

**FOR INSPECTION AND MAINTENANCE OF STORMWATER**

**FACILITIES AND BMPS**

|  |  |
| --- | --- |
| Grantor(s):  |  |
|  |  |
| Grantee:  | **City of Sammamish** |
|  |  |
| Legal Description:  |  |
|  |
|  |  |
| Additional Legal(s) on:  |  |
|  |  |
| Assessor’s Tax Parcel ID#:  |  |

IN CONSIDERATION of the approved City of Sammamish (hereafter referred to as CITY) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ permit for application No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ relating to the real property (“PROPERTY”) described above, the Grantor(s), the owner(s) in fee of that PROPERTY, hereby covenants (covenant) with the CITY, that he/she(they) will observe, consent to, and abide by the conditions and obligations set forth and described in Paragraphs 1 through 10 below with regard to the PROPERTY, and hereby grants (grant) an easement as described in Paragraphs 2 and 3. Grantor(s) hereby grants (grant), covenants (covenant), and agrees (agree) as follows:

1. The Grantor(s) or his/her (their) successors in interest and assigns (“OWNERS”) shall at their own cost, operate, maintain, and keep in good repair, the PROPERTY’s stormwater facilities and best management practices (“BMPs”) identified in the plans and specifications submitted to the CITY’s Public Works Department (DEPARTMENT) for the review and approval of permit(s) #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Stormwater facilities include pipes, swales, tanks, vaults, ponds, and other engineered structures designed to manage stormwater on the PROPERTY. Stormwater BMPs include dispersion and infiltration devices, native vegetated areas, permeable pavements, vegetated roofs, rainwater harvesting systems, reduced impervious surface coverage, and other measures designed to reduce the amount of stormwater runoff on the PROPERTY.
2. The DEPARTMENT shall have the right to ingress and egress over those portions of the PROPERTY necessary to perform inspections of the stormwater facilities and BMPs and conduct other activities specified in this Declaration of Covenant and in accordance with Sammamish Development Code (“SDC”) SDC 21.03.050.E.1. This right of ingress and egress, right to inspect, and right to perform required maintenance or repair as provided for in Section 3 below, shall not extend over those portions of the PROPERTY shown in **Exhibit “A.”**
3. If the DEPARTMENT determines that maintenance or repair work is required to be done to any of the stormwater facilities or BMPs, the Public Works Director (DIRECTOR) shall give notice of the specific maintenance and/or repair work required pursuant to SDC 21.03.050.E.1. The DIRECTOR shall also set a reasonable time in which such work is to be completed by the OWNERS. If the above required maintenance or repair is not completed within the time set by the DIRECTOR, the CITY may perform the required maintenance or repair, and hereby is given access to the PROPERTY, subject to the exclusion in Paragraph 2 above, for such purposes. Written notice will be sent to the OWNERS stating the CITY’s intention to perform such work. This work will not commence until at least seven days after such notice is mailed. If, within the sole discretion of the DIRECTOR, there exists an imminent or present danger, the seven-day notice period will be waived and maintenance and/or repair work will begin immediately.
4. If at any time the CITY reasonably determines that a stormwater facility or BMP on the PROPERTY creates any of the hazardous conditions listed in SDC 21.03.050.D.11 or SDC 21.03.050.F.6, the DIRECTOR may take measures specified therein.
5. The OWNERS shall assume all responsibility for the cost of any maintenance or repair work completed by the CITY as described in Paragraph 3 or any measures taken by the CITY to address hazardous conditions as described in Paragraph 4. Such responsibility shall include reimbursement to the CITY within thirty (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 as liquidated damages. If legal action ensues, the prevailing party is entitled to costs or fees.
6. The OWNERS are hereby required to obtain written approval from the DIRECTOR prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) in open vegetated stormwater facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the stormwater facilities and BMPs referenced in this Declaration of Covenant.
7. Any notice or consent required to be given or otherwise provided for by the provisions of this Agreement shall be effective upon personal delivery, or three days after mailing by Certified Mail, return receipt requested.
8. With regard to the matters addressed herein, this agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.
9. This Declaration of Covenant is intended to protect the value and desirability of the real property described above and shall inure to the benefit of all the residents of the CITY. This Declaration of Covenant shall run with the land and be binding upon Grantor(s), and Grantor’s(s’) successors in interest, and assigns.
10. This Declaration of Covenant may be terminated by execution of a written agreement by the OWNERS and the CITY.

IN WITNESS WHEREOF, this Declaration of Covenant for Inspection and Maintenance of Stormwater Facilities and BMPs is executed this       day of                  , **20**     .

GRANTOR, owner of the PROPERTY GRANTOR, owner of the PROPERTY

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

On this day of , 20 , before me, the undersigned NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personal appeared , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this day of , 20 .

Printed name

NOTARY PUBLIC in and for the State of Washington,

residing at

My appointment expires:

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

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