

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

CITY OF SAMMAMISH
C/O PERMIT CENTER
801 228TH AVE SE
SAMMAMISH, WA 98075

DECLARATION OF COVENANT FOR IMPERVIOUS SURFACE LIMIT

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) residential building permit, commercial building permit, clearing and grading permit, subdivision permit, or short subdivision permit for Application No. _____ relating to the real property (PROPERTY) described above, the Grantor(s), the owner(s) in fee of that Property, declare(s) that the above described PROPERTY is hereby established as having a limit to the amount of impervious surface allowed on the property for the purpose of limiting stormwater flows and is subject to the following restrictions.

The Grantor(s) hereby covenant(s) and agree(s) as follows: no more than _____ square feet of impervious surface coverage are allowed on the PROPERTY. Impervious surface means a hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions before development; or that causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof, walkways, patios, driveways, parking lots, or storage areas, areas that are paved, graveled or made of packed or oiled earthen materials, or other surfaces that similarly impede the natural infiltration of surface and storm water. The CITY shall have a non-exclusive perpetual access easement on the PROPERTY in order to ingress or egress over the PROPERTY for the sole purposes of inspecting and monitoring the PROPERTY's impervious surface coverage.

This easement/restriction is binding upon the Grantor(s), it's heirs, successors, and assigns unless or until a new drainage or site plan is reviewed and approved by the CITY's Public Works Department or its successor.

IN WITNESS WHEREOF, this Declaration of Covenant 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 personally appeared before me:

_____, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

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: _____