

WHEN RECORDED MAIL TO:

CITY OF SHORELINE – PUBLIC WORKS
Attn: Development Review
17500 Midvale Avenue N
Shoreline, WA 98133-4905

**DECLARATION OF COVENANT
For Maintenance and Inspection of Stormwater Facilities and/or BMPs**

Grantor(s):
Grantee: City of Shoreline
Tax Parcel ID No.:
Property Address:
Legal Description:

IN CONSIDERATION of the surface water improvements constructed under City of Shoreline Permit No. _____ relating to the real property legally described above (“Property”), the Grantor, the owner in fee of the Property, hereby covenants with the Grantee, City of Shoreline, a political subdivision of the state of Washington (“City of Shoreline” or “City”), the he/she/they will observe, consent to, and abide by the conditions and obligations set forth herein with regard to the Property and hereby grants right of entry over the portions of the Property to the City of Shoreline for the purposes described herein.

THEREFORE, the Grantor hereby grants, covenant, and agree as follows:

A) COVENANTS

1. The Grantor or his/her/their successor in interest and assigns shall, at their sole cost and expense, operate, maintain, and keep in good repair the Property’s stormwater facilities and/or best management practices (“BMPs”) shown on the approved “DRAINAGE PLAN” for the property attached hereto as Exhibit A with “DETAILS” sheets attached hereto as Exhibit B. The Property’s stormwater facilities and/or BMPs shall be maintained in compliance with the “Operation and Maintenance Requirements” attached hereto as Exhibit C.
2. If the City of Shoreline determines that maintenance or repair work is required to be done to any of the Property’s stormwater facilities or BMPs, the Public Works Director for the City of Shoreline shall give written notice of the specific maintenance and/or repair work required. In this written notice, the City shall set a reasonable time in which such work is to be completed by the Grantor(s). If the required work is not completed within the time set by the City, the City may perform the required work. Written notice will be sent to the Grantor stating the City’s intention to perform the required work. Such notice shall state that the City will not commence any work until at least seven (7) working days after mailing of the notice. If, within the sole discretion of the Public Works Director for the City of Shoreline, there exists an imminent or present danger to

the public health, safety or welfare, or the environment, the Grantor hereby waives the seven (7) working day notice period and the required work may begin immediately.

3. The Grantor shall assume all responsibility for any and all costs and expenses of any maintenance or repair work completed by the City. Such responsibility shall include reimbursement to the City within thirty (30) calendar days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the prime rate at the time of the work plus two (2) percent as liquidated damages. In the event that City of Shoreline does not receive reimbursement within the required time frame, it may elect to place a lien on the Property and act upon the lien in accordance with the terms and procedures specified in the City of Shoreline Code Title 20, as amended from time to time, or as otherwise provided by law.
4. The Grantor is hereby required to obtain written approval from the Public Works Director of the City of Shoreline prior to performing any alterations or modifications to the Property's stormwater facilities and/or BMPs, except for performance of routine landscape maintenance.

B) RIGHT OF ENTRY

1. The City shall have a perpetual right of entry from the public right-of-way over and across those portions of the Property for the purpose of performing inspection and/or monitoring of the stormwater facilities and/or BMPs. Prior to performing such activity, the City shall provide written notice at least seven (7) working days prior to entering the Property. All inspection and monitoring activity shall be at the sole cost and expense of the City.
2. The City shall also have a perpetual right of entry from the public right-of-way over and across those portions of the Property for the purpose of performing any maintenance or repair activity as provided in Section A(2) of this Declaration of Covenant.
3. In carrying out any inspection or monitoring work, the City shall restore the surface of the ground to the same condition in which it was before the inspection or monitoring occurred, or as near as such restoration can be made.

C) GENERAL PROVISIONS

1. This Declaration of Covenant is intended to promote the efficient and effective management of surface water drainage on the Property, and it shall inure to the benefit of all the citizens of the City of Shoreline, its successors and assigns.
2. This Declaration of Covenant, and all of the terms, conditions, rights, and obligations herein contained, shall run with the land and be binding upon Grantor, and Grantor's successors in interest, lessees, and assigns.
3. Any notice or consent required to be given or otherwise provided for by the provisions of this Declaration of Covenant for the Grantor shall be sent to the current property owner of record

pursuant to County Tax Assessor records. Any Notice of consent for the City shall be sent to the Director of Public Works, Shoreline City Hall, 17500 Midvale Avenue N, Shoreline, WA 98133-4905 or the most current address for the City's Public Works Department.

4. Any notice or consent required shall be sent via personal delivery, U.S. Postal Service Certified mail, return receipt requested, or nationally recognized courier service, proof of delivery required. Any notice or consent shall be effective upon personal delivery, date of proof of delivery, or three (3) calendar days after mailing by Certified mail, return receipt requested, whichever occurs sooner.
5. If legal action is taken to enforce the provisions of this Declaration of Covenant, such action shall be taken in the King County Superior Court. If the City should prevail in any such legal action to enforce this Declaration of Covenant, the person against whom the City prevailed shall pay all of the City's costs and expenses, including reasonable attorneys' fees, incurred in connection with the City's efforts to enforce this Covenant.
6. This Declaration of Covenant is the entire agreement of the parties hereto. This Declaration of Covenant may be terminated or amended by execution of a written agreement by Grantor and the City of Shoreline expressing their mutual agreement to terminate or amend this Declaration of Covenant.
7. This Declaration of Covenant, and any amendment, shall be filed and recorded with the King County Recorder by the Grantor, at the sole expense of the Grantor, so as to become part of the property records for the Property.
8. If, for any reason, any provision of this Declaration of Covenant is held invalid or its application to any person or situation be declared invalid, such decision shall not affect the validity of the remaining portions of this Declaration of Covenant or its application to any person or situation.

IN WITNESS WHEREOF, this Declaration of Covenant and Grant of Easement is executed
this ____ day of _____, 20__.

GRANTOR:

By _____ By _____

Its _____ Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person(s) who appeared before me, and acknowledged that he/she/they signed and delivered this instrument as his/her/their free and voluntary act for the uses and purposes set forth.

Dated this _____ day of _____, 20____ .

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT A – Drainage Plan

EXHIBIT B – Details Sheets

EXHIBIT C – Operation and Maintenance Requirements