

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF SAMMAMISH \_\_\_\_\_  
C/O PERMIT CENTER \_\_\_\_\_  
801 228<sup>TH</sup> AVE SE \_\_\_\_\_  
SAMMAMISH WA 98042 \_\_\_\_\_

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

Grantee: City of Sammamish

Abbreviated Legal Description of Property: \_\_\_\_\_

Additional Legal(s) on: Exhibit A \_\_\_\_\_

Assessor's Tax Parcel ID#: \_\_\_\_\_

**DECLARATION OF COVENANT  
FOR MAINTENANCE AND INSPECTION OF FLOW  
CONTROL BEST MANAGEMENT PRACTICES**

\_\_\_\_\_ (“Grantor(s)”), IN CONSIDERATION of the approved City of Sammamish (check one of the following)  residential building permit,  commercial building permit,  clearing and grading permit,  subdivision permit, or  short subdivision permit for Application No.

\_\_\_\_\_ agrees to the following Covenant for Maintenance and Inspection of Flow Control Best Management Practices relating to the real property legally described in the attached **Exhibit “A”** incorporated herein (“Property”). \_\_\_\_\_, Grantor(s) hereby grant(s), covenant(s)), and agree(s) as follows:

1. Grantor(s) or Grantor(s) successors and assigns (hereafter referred to as "Owners") shall retain, uphold, and protect the stormwater management devices, features, pathways, limits, and restrictions, known as flow control best management practices ("BMPs") as shown on the approved Flow Control BMP Site Plan for the Property attached hereto, and incorporated herein, as **Exhibit "B"**.

2. The Owners shall, at their own cost, operate, maintain, and keep in good repair, the Property's BMPs as described in the approved Design Drawings and Maintenance Details for each BMP attached hereto, and incorporated herein, as **Exhibit "C"**, and **Exhibit "D"**, respectively.

3. At the Owners option, Owners shall

- a. Allow the City of Sammamish, a Washington municipal corporation ("City") to enter the Property upon at least 14 days advance notice for the purpose of inspecting the BMPs; or
- b. In lieu of inspection by the City, the Owners may engage a licensed civil engineer, registered in the State of Washington, with expertise in drainage, to inspect the BMPs and provide a written report to the City describing their condition.

If the engineer option is chosen, the Owners shall provide written notice to the City's Public Works Department ("Department") within seven days of receiving the City's notice of inspection. Within 30 days of giving such notice to the City, the Owners or their engineer shall provide the engineer's report to the Department. If the report is not provided to the City in a timely manner, as specified above, the City may inspect the BMPs without further notice.

4. If the Department determines from its inspection, or from the engineer's report provided in accordance with Paragraph 3, that maintenance, repair, restoration, and/or mitigation work is required for the BMPs, the Department shall notify the Owners of the specific maintenance, repair, restoration, and/or mitigation work ("Work") required under Title 13 of the Sammamish Municipal Code ("SMC"). The Department shall also set a reasonable deadline for Owners to complete the Work. After the deadline has passed, the Owners shall allow the City access to the Property to inspect the BMPs. Alternatively, the Owners may provide an engineer's report verifying the successful completion of the Work.

Failure to complete the work within the time frame set by the Department and/or to properly maintain the BMPs, may constitute a violation of SMC Title 13 and may subject the Owners to an enforcement action.

5. Apart from performing routine landscape maintenance, the Owners shall obtain written approval from the Department before performing any alterations or modifications to the BMPs.

6. Any notice or approval required to be given by one party to the other under the provisions of this Declaration of Covenant shall be effective upon personal delivery to the other party, or after three (3) business days from the date that the notice or approval is mailed to the current address on record of each Party. The parties shall promptly notify each other of any change of address.

7. 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 the City of Sammamish and its successors and assigns. This Declaration of Covenant shall run with the land and be binding upon Grantor's(s') successors and assigns.

8. This Declaration of Covenant may be terminated by execution of a written agreement by the Owner(s) and the City of Sammamish and said agreement shall be recorded with King County.

IN WITNESS WHEREOF, this Declaration of Covenant for the Maintenance and Inspection of Flow Control 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 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 \_\_\_\_\_