

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ATTN: CITY CLERK
CITY OF SEATAC – CED ENG. REV. DIV.
4800 S 188TH ST
SEATAC, WA 98188

DECLARATION OF COVENANT FOR INSPECTION AND MAINTENANCE OF FLOW CONTROL AND WATER QUALITY FACILITIES

Grantor: _____

Grantee: **City of SeaTac**

Legal Description: _____

Additional Legal(s) on: _____

Assessor's Tax Parcel ID#: _____

IN CONSIDERATION of the approved City of SeaTac _____ 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 City of
SeaTac, a political subdivision of the state of Washington and its municipal successors in interest and
assigns ("City of SeaTac" and "the City", or "its municipal successor"), 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 City of SeaTac for the review and approval of permit(s) #: _____ . Flow control and water quality facilities include pipes, swales, tanks, vaults, ponds, and other engineered structures designed to manage stormwater on the Property.

2. City of SeaTac 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 SeaTac Municipal Code ("SMC") or relevant municipal successor's codes as applicable. 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 City of SeaTac determines that maintenance or repair work is required to be performed on any of the flow control or water quality facilities, the City of SeaTac or its municipal successor in interest shall give notice of the specific maintenance and/or repair work required pursuant to SeaTac Municipal Code or relevant municipal successor's codes as applicable. The City of SeaTac 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 City of SeaTac, the City of SeaTac 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 (7) days after such notice is mailed. If, within the sole discretion of the City of SeaTac, there exists an imminent or present danger, the seven (7) day notice period will be waived and maintenance and/or repair work will begin immediately.

4. If at any time City of SeaTac reasonably determines that a flow control or water quality facility on the Property creates an immediate issue for downgradient properties (e.g, flooding, erosion, property damage, safety hazard, or degradation of surface or groundwater quality), an emergency inspection and repair may be necessary.

5. The Owners shall assume all responsibility for the cost of any maintenance or repair work completed by the City of SeaTac as described in Paragraph 3 or any measures taken by the City of SeaTac to address hazardous conditions as described in Paragraph 4. Such responsibility shall include reimbursement to the City of SeaTac 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 City of SeaTac prior to filling, piping, cutting, or removing vegetation (except in routine vegetation maintenance) in open vegetated flow control and water quality facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the flow control and water quality facilities 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 (3) 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 citizens of City of SeaTac and its municipal successors and assigns. 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 City of SeaTac or the municipal successor that is recorded by City of SeaTac in its real property records.

IN WITNESS WHEREOF, this Declaration of Covenant for the Inspection and Maintenance of Flow Control and Water Quality Facilities 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 _____