

AFTER RECORDING, MAIL TO:

City of Mercer Island
Attn: Patrick Yamashita, City Engineer
9611 SE 36th Street
Mercer Island, WA 98040

**DECLARATION OF COVENANT FOR INSPECTION AND MAINTENANCE OF PRIVATE
STORMWATER FACILITIES**

Grantor(s):

Grantee: City of Mercer Island, a Washington municipal corporation

Property Legal Description (abbreviated):

Full Legal Description: See Exhibit A.

Assessor's Property Tax Parcel Account Number(s):

WHEREAS, the undersigned Grantors ("Owner(s)") will install stormwater facilities ("Facilities") to comply with Mercer Island Municipal Code 15.09.050 known as "Standards for new development and redevelopment". Facilities include:

- | | |
|---|---|
| <input type="checkbox"/> Rain garden/bioretention | <input checked="" type="checkbox"/> Flow control detention pipe/vault |
| <input type="checkbox"/> Infiltration | <input type="checkbox"/> Treatment vault |
| <input type="checkbox"/> Permeable pavement | <input type="checkbox"/> Other _____ |

WHEREAS, the undersigned Owner(s) in consideration of the approved City of Mercer Island ("City") (check one of the following):

- | | |
|--|--|
| <input checked="" type="checkbox"/> building permit, | <input type="checkbox"/> subdivision, or |
| <input type="checkbox"/> stormwater permit, | <input type="checkbox"/> short subdivision |
| <input type="checkbox"/> site development permit, | <input type="checkbox"/> other _____ |

under permit no. _____ agrees to the following covenant for inspection and maintenance of private stormwater facilities pursuant to Mercer Island Municipal Code 15.09.070 "maintenance and inspection requirements" relating to the real property legally described in Exhibit A incorporated herein ("Property") and located at _____ Mercer Island, Washington:

1. Owner(s) shall retain, uphold, and protect the Facilities as shown or described on Exhibit B.
2. The Owner(s) shall, at their own cost, operate, inspect, maintain, and keep in good repair, the Facilities and may not change or alter them without written approval from the City Engineer or through future development permit from the City. All costs of maintenance, inspection, and repair shall be the sole responsibility of the Owner(s).
3. Inspection and maintenance shall be performed in compliance with the most recent version of the Stormwater Management Manual for Western Washington prepared by the Washington State Dept. of Ecology or other standard determined by the City Engineer.
4. The Owner(s) warrants that he/she/they are the owners of the property described on Exhibit A and have the authority to impose this covenant on the property and bind all future owners, successors, and assigns of the Owner(s).
5. The Owner(s) shall inspect the Facilities annually for physical defect by December 31. Records of Facility inspections and maintenance actions shall be retained for a period of at least five years. These records are to be provided to the City upon request.
6. The City is hereby granted by the Owner(s) the right, but not the obligation, to enter upon the property described on Exhibit A at all reasonable times for the purpose of inspecting the private Facilities. If, as the result of any such inspection the City determines that the Facilities are in disrepair, requires maintenance or repair, or is otherwise not functioning as provided as provided in Exhibit B, the Public Works Director shall have the right, but not the obligation, to order the Owner(s) to maintain or repair the same.
7. Where lack of maintenance is causing or contributing to a violation of water quality criteria, property damage or threatens the welfare or safety of the public, actions shall be taken to correct the problem as soon as reasonably feasible.
8. If the City determines that the Facilities require inspection, maintenance or repair, the City shall provide notice to the Owner(s) of the deadline within which such inspection, maintenance or repair must be completed. Said notice may further advise that, should the violator fail to perform, work within the established deadline, the work may be done by the City or a contractor designated by the Public Works Director and the expense thereof shall be charged to the Owner(s). The City's officers, agents, employees, and contractors shall have the right, which is hereby granted by the Owner(s), to enter upon the property described on Exhibit A in order to perform such work. The Owner(s) shall bear the cost of all work performed.
9. The Owner(s) shall indemnify, defend and hold harmless the City, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses, damages, judgments, attorneys fees and/or costs of any kind whatsoever, arising out of or in any way resulting from the approval of the Facilities, and installation and presence of the Facilities, and the acts or omissions of the Owner(s), their officers, employees, contractors, and agents relating to the construction, operation and maintenance of the Facilities on the property, except for the City's intentional and willful tortious acts, and waive and release the City from any and all claims for damages and injunctive relief which the Owner(s) may themselves have now or in the future, by reason of the construction, maintenance and operation of said Facilities.
10. This 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 and its successors and assigns. This Covenant shall run with the land and be binding upon the Owner(s), successors and assigns.
11. This Covenant may be terminated by execution of a written agreement by the Owner(s) and the City that is recorded by King County.

EXHIBIT A

Legal Description of the Property

SCHMIDS VITUS E SEATTLE ACRE TRS LOT 1 LESS E 220 FT & N 110 FT OF W 70 FT OF E 290 FT; TGW LOT 2 LESS E 220 FT AKA LOT I OF MERCER ISLAND SUBD APPROVED 03-30-66

