

After recording return to:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

S-T-R:

Permit No:

Parcel No:

DECLARATION OF COVENANT

IN CONSIDERATION OF the approved City of Sedro-Woolley (City) building permit for application No. _____ relating to real property legally described as (insert description) _____ see attached _____.

The undersigned as Grantor declares that the above described property is hereby subject to an easement for a natural or constructed conveyance system and hereby dedicates, covenants, and agrees as follows:

1. City shall have the right to ingress and egress over those portions of real property described above to access such easement area for inspection of and to reasonably monitor the system for performance, operational flows or defects in accordance with City's Surface Water Management Divisions procedures.
2. If City determines that maintenance or repair work is required to be done to the system, the Director of Public Works shall give notice of the specific maintenance and/or repair required. The Manager shall also set a reasonable time in which such work is to be completed by the Grantor, its heirs, successors or assigns. If the above required maintenance and/or repair is not completed within the time set by the Manager, the City may perform the required maintenance and/or repair. Written notice will be sent to the Grantor stating the City's intention to perform such maintenance. Maintenance work will not commence until at least seven (7) days after such notice is mailed. If, within the sole discretion of the Director of Public Works, City Engineer, or Planning Director, there exists an imminent or present danger, said seven (7) day notice period will be waived and maintenance and/or repair work will begin immediately.
3. If at any time the City reasonably determines that any existing retention/detention (R/D) facility creates any conditions detrimental to the receiving surface water system, public and/or private property, the Director of Public Works, City Engineer, or Planning Director may take measures specified therein.
4. The Grantor shall assume all responsibility for the cost of any maintenance and for repairs to the system. Such responsibility shall include reimbursement to the City 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.

- 5. The Grantor is hereby required to obtain written approval from the City of Sedro-Woolley Director of Public Works prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage facilities contained within property as described previously. 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.
- 6. This Agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

This covenant is intended to protect the value of desirability of the real property described above, and shall insure to the benefit all the citizens of City of Sedro-Woolley, and shall be binding on all heirs, successors, and assigns.

By: _____

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

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