RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

**CITY OF SAMMAMISH**

**C/O PERMIT CENTER**

**801 228TH AVE SE**

**SAMMAMISH, WA 98075**

**DECLARATION OF COVENANT**

**FOR IMPERVIOUS SURFACE LIMIT**

|  |  |
| --- | --- |
| Grantor(s):  |  |
|  |  |
| Grantee:  | **City of Sammamish** |
|  |  |
| Legal Description:  |  |
|  |
|  |  |
| Additional Legal(s) on:  |  |
|  |  |
| Assessor's Tax Parcel ID#:  |  |

IN CONSIDERATION of the approved City of Sammamish (hereafter referred to as CITY) [ ]  residential building permit, [ ]  commercial building permit, [ ]  clearing and grading permit, [ ]  subdivision permit, or [ ]  short subdivision permit for Application No .                           relating to the real property (PROPERTY) described above, the Grantor(s), the owner(s) in fee of that Property, declare(s) that the above-described PROPERTY is hereby established as having a limit to the amount of impervious surface allowed on the property for the purpose of limiting stormwater flows and is subject to the following restrictions.

The Grantor(s) hereby covenant(s) and agree(s) as follows: no more than                         square feet of impervious surface coverage are allowed on the PROPERTY. Impervious surface means a hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions before development; or that causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof, walkways, patios, driveways, parking lots, or storage areas; areas that are paved, graveled, or made of packed or oiled earthen materials; or other surfaces that similarly impede the natural infiltration of surface and stormwater. The CITY shall have a non-exclusive perpetual access easement on the PROPERTY in order to ingress or egress over the PROPERTY for the sole purposes of inspecting and monitoring the PROPERTY’s impervious surface coverage.

This easement/restriction is binding upon the Grantor(s), its heirs, successors, and assigns unless or until a new drainage or site plan is reviewed and approved by the CITY’s Public Works Department or its successor.

IN WITNESS WHEREOF, this Declaration of Covenant for Impervious Surface Limit 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 of , 20 , before me, the undersigned NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personal appeared , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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:

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

On this day of , 20 , before me, the undersigned NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personal appeared , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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