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Preliminary
09/22/2023 8:57:05 AM



DECLARATION OF COVENANT AND GRANT OF EASEMENT
For Stormwater Best Management Practices

Grantor(s): Mukilteo School District

Grantee(s): City of Mukilteo

Property Address: 2600 Mukilteo Speedway, Mukilteo, WA 98275

Property Tax Parcel No.: 28040900104200, 28040900102200, 00591100000102

These are the current parcels, and may need to be updated with planned Lot Boundary Adjusting

IN CONSIDERATION of the following approved City of Mukilteo permit Application No. _____ issued for improvements associated with the property located at 2600 Mukilteo Speedway, Mukilteo, WA 98275, the Grantor(s), the owner(s) in fee of the above-described parcel of land, hereby covenants with the City of Mukilteo, a political subdivision of the State of Washington, its successors in interest and assigns, that it will observe, consent to, and abide by the conditions and obligations set forth and described below with regard to the Property, and hereby grants an access easement on and to the Property to the City of Mukilteo, for the purposes described in Paragraph 3 below. Grantor(s) hereby grants covenants, and agrees as follows:

1. Owner(s) of the Property shall retain, uphold, and protect the stormwater management devices, features, pathways, limits, and restrictions, known as best management practices (BMPs), shown on the Site Plan for the Property attached hereto and incorporated herein as Exhibit A.
2. Owner(s) of the Property shall, at their own cost, operate, maintain, and keep in good repair, the Property's BMPs as shown in Exhibit B Details, and as described in the approved Maintenance Manual and Requirements for each BMP attached hereto and incorporated herein as Exhibit C.

3. The City of Mukilteo shall have nonexclusive perpetual access easement on the Property for ingress and egress over the Property for the sole purposes of inspecting and monitoring the Property's BMPs, and if applicable in accordance with the terms of Paragraph 4 below, performing any corrective work required to bring the Property's BMPs into compliance with the Mukilteo Municipal Code.

4. If the City of Mukilteo determines that maintenance, repair, restoration, and/or mitigation work is required to be done to the BMPs and has not been performed by the Property owner(s), the Public Works Director of the City of Mukilteo shall give notice to the Property owner(s) of the specific maintenance, repair, restoration, and/or mitigation work (Work) required pursuant to the Mukilteo Municipal Code. The Director shall also set a reasonable time in which the Work is to be completed by the Property owner(s). If the Work is not completed within the time set by the Director, the City of Mukilteo may, but is not obligated to, perform the required Work. Prior to performing the Work, the City shall provide written notice to the Property owner(s) stating City of Mukilteo will not commence such Work until at least seven (7) days after notice is mailed. If, within the sole discretion of the Public Works Director, there exists an imminent or present danger, the owner hereby waives the seven (7) day notice period and the Work may begin immediately.

5. The owner(s) of the Property shall assume all responsibility for the cost of any Work required to be done to the BMPs. Such responsibility shall include reimbursement to the City of Mukilteo within thirty (30) days of the receipt of the invoice for any such Work performed by the City of Mukilteo in accordance with the terms of Paragraph 3 above. Overdue payments will accrue interest at the current legal rate for liquidated damages.

6. Apart from performing routine landscape maintenance, the Property owner(s) is (are) hereby required to obtain written approval from the City of Mukilteo prior to performing any alterations or modifications to the BMPs.

7. Any notice or consent required to be given or otherwise provided for the provisions of this Declaration of Covenant and Grant of Easement shall be effective upon personal delivery, or three days after mailing by Certified mail, return receipt requested, whichever occurs sooner.

8. This Declaration of Covenant and Grant of Easement is intended to promote the efficient and effective management of surface water drainage on the Property, and it shall inure to the benefit of all the citizens of Mukilteo, its successors and assigns. This Declaration of Covenant and Grant of Easement shall run with the land and be binding upon Grantor(s), and Grantor's(s') successors in interest and assigns.

9. This Declaration of Covenant and Grant of Easement may be terminated by execution of a written agreement by Grantor(s) and the City of Mukilteo expressing their mutual agreement to terminate this Declaration of Covenant and Grant of Easement.

IN WITNESS WHEREOF, this Declaration of Covenant and Grant of Easement is executed this _____ day of _____, 20____.

GRANTOR(S):

By: _____
Its: _____

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
_____ is the person(s) who appeared before me, and acknowledge that
he/she/they signed and delivered this instrument as his/her/their free and voluntary act for
the uses and purposes set forth.

DATED THIS _____ day of _____, 20__.

NOTARY PUBLIC in and for the
State of Washington
Residing at: _____
My Commission Expires: _____

EXHIBIT A
SITE PLAN

THIS GRAPHIC WILL BE CLEANED UP AND SIMPLIFIED. HATCHING WILL BE REMOVED

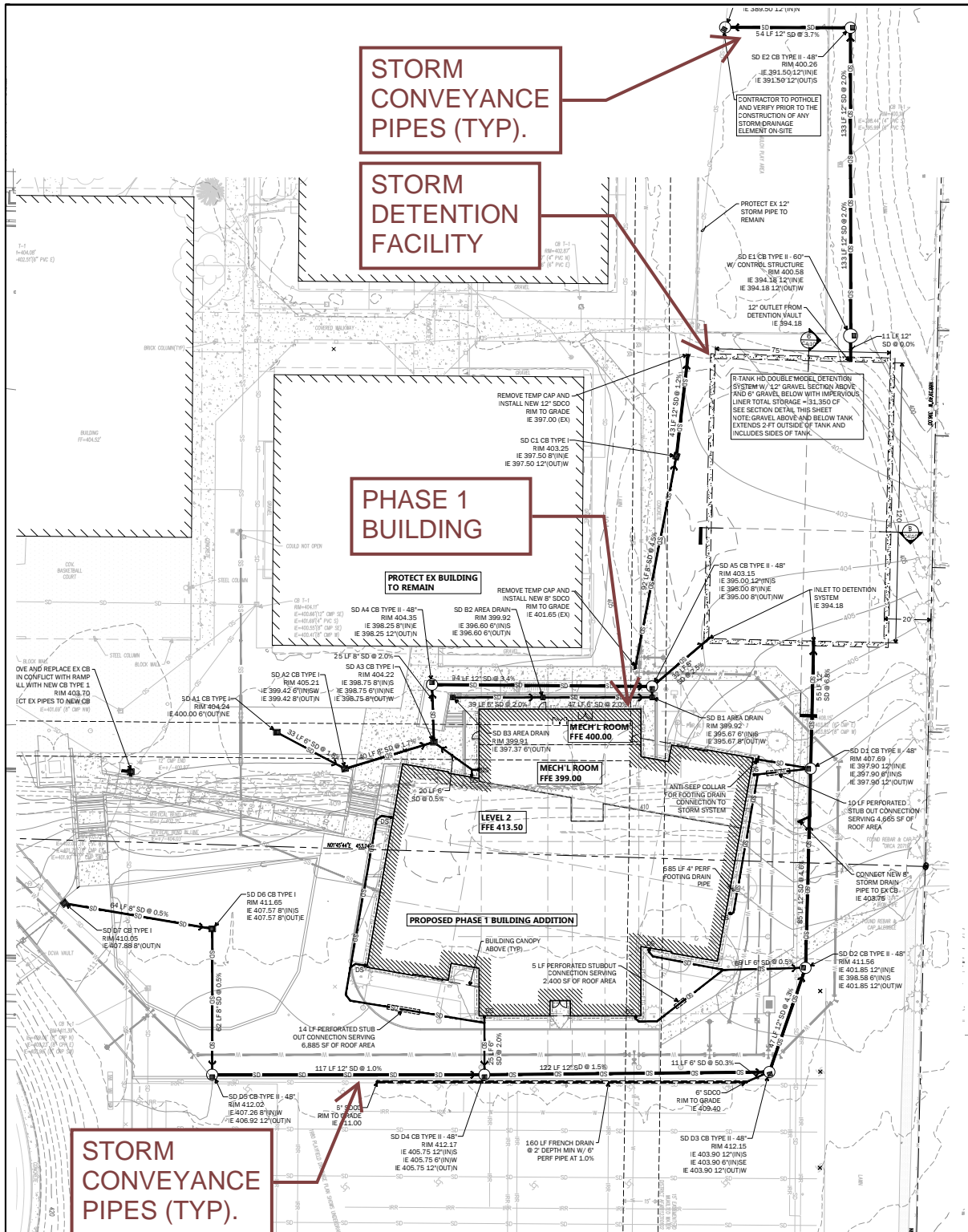


EXHIBIT A - SITE PLAN
MUKILTEO ELEMENTARY SCHOOL - PHASE 1

EXHIBIT B
STORMWATER FACILITY and BMP DETAILS

**ADDITIONAL DETAILS WILL BE ADDED AS THE DESIGN NEARS
THE PERMIT APPROVAL STAGE**

EXHIBIT C
OPERATIONS and MAINTENANCE MANUAL REQUIREMENTS

**ADDITIONAL DETAILS WILL BE ADDED AS THE DESIGN NEARS
THE PERMIT APPROVAL STAGE**