



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

After recording return to:

City of Medina
501 Evergreen Point Road
Medina WA 98039

Document Title	Landscape Improvement Maintenance Agreement Restrictive Covenant
Permit Number	
Grantor	
Grantee	City of Medina, a Washington municipal corporation
Address	
Abbreviated Legal Description	
Tax Parcel Number	
Full Legal Description	See <u>Exhibit A</u>



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CITY OF MEDINA LANDSCAPE IMPROVEMENT MAINTENANCE AGREEMENT RESTRICTIVE COVENANT (individual form)

THIS LANDSCAPE IMPROVEMENT MAINTENANCE AGREEMENT RESTRICTIVE COVENANT is made this ____ day of _____, 20____, by _____ (“Grantor”) and the City of Medina, a Washington municipal corporation (“Grantee”).

RECITALS:

- A. Grantor is the owner of certain real property in the City of Medina, Washington, described as set forth in **Exhibit “A”** and referred to in this Agreement as the “Property”. Grantor desires to construct a development on said Property, which development located at _____ (Parcel No. _____).
- B. As part of developing the Property, Grantor requested a Minor Deviation under Section 16.71.010 of the Medina Municipal Code (“MMC”) under Permit No. _____ from the Grantee. A condition of approval of the Minor Deviation required Grantor to install certain landscaping improvements which are required to be maintained in perpetuity.
- C. In order to ensure that Grantor and successors will continue to maintain the landscape improvements, Grantor agrees to execute and record this restrictive covenant.

COVENANT AGREEMENT:

Grantor and Grantee hereby covenant and agree as follows:

1.0 Construction and Installation of Landscape Improvements.

1.1 In connection with Grantor’s proposed development of the Property, Grantee has required and Grantor has agreed to construct Landscape Improvements on Grantor’s Property, including trees, shrubs, and irrigation (“Improvements”). These Improvements are described and shown on a recordable landscape plan prepared by a qualified professional of _____ approved by the City on _____,

20____, and as conditioned under Permit No. _____. The landscape plan is attached to this Agreement as Exhibit B.

1.2 As a condition of project approval, Grantor has agreed to enter into this Agreement to ensure that the landscape Improvements are installed and maintained in accordance with the landscape plan and approved permit documents, including conditions of the Minor Deviation approval.

2.0 Maintenance.

Grantor, its heirs, successors or assigns agree to maintain the Improvements in perpetuity. This maintenance obligation includes watering the Improvements until well-established, and as needed thereafter, and replacing any Improvements that may die or fail over time. Maintenance obligations also include pruning the vegetation consistent with best practices for the health of the plants, to maintain a minimum separation of 30-inches between any dwelling unit and the Improvements for emergency ingress and egress, and to ensure the vegetation does not encroach onto the neighboring property. ~~Grantor, its heirs, successors or assigns agree to maintain the Improvements such that the height does not exceed 28 feet or the maximum allowed height of a building on the subject site, whichever is less.~~

3.0 No Removal.

No part of the Improvements shall be altered or removed except as necessary for maintenance, repair or replacement, except as may be agreed to in writing by the parties. The Grantor will notify the Grantee prior to any vegetation alterations, removals or replacements.

4.0 Failure to Maintain.

If Grantor fails to adequately maintain or repair the Improvements, Grantee shall provide Grantor with oral or written notice of such failure to adequately maintain or replace the Improvements. Following receipt of such notice, Grantee shall provide Grantor with a reasonable opportunity to adequately repair the Improvements. In the event Grantor fails to repair or replace the Improvements within a reasonable time after notice (no later than the next planting season), then Grantee shall have the right to commence code enforcement against Grantor using the procedures found in Chapter 1.15 MMC, including the authority to levy daily civil penalties in the amounts set forth in Chapter 1.15 MMC, and record Final Notices with the County Recorder's Office. If Grantee is required to bring action to enforce this Covenant Agreement, whether using

Chapter 1.15 MMC or by another mechanism, Grantee shall also recover its reasonable attorneys' fees and costs, together with interest at the rate of twelve percent (12%) per annum on any unpaid daily penalties.

5.0 Enforcement.

This Covenant Agreement may be enforced by Grantee in law or equity against the Grantor, its heirs, successors, and assigns, including use of the code enforcement procedures contained in Chapter 1.15 MMC.

6.0 Successors and Assigns.

These obligations shall run with the Property and be binding upon the Grantor, its heirs, successors, and assigns.

7.0 Effective Date.

This Covenant Agreement is effective on the date first written above.

Grantor:

Grantee:

CITY OF MEDINA

(signature)

(signature)

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

NOTARY BLOCK GRANTOR

STATE OF WASHINGTON)
)ss
COUNTY OF _____)

I certify that I know of have satisfactory evidence that _____
(Grantor) is the person who appeared before me, and said person acknowledged that he/she
signed this instrument as the free and voluntary act and deed for the uses and purposes
mentioned in the instrument.

DATED: _____

Print name:

NOTARY PUBLIC

My commission expires: _____

NOTARY BLOCK MEDINA

STATE OF WASHINGTON)
)ss
COUNTY OF _____)

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

DATED: _____

Print name: _____

NOTARY PUBLIC

My commission expires: _____

Exhibit A

Legal Description of Grantor's Property

Exhibit B

Landscape Plan for Improvements