

After recording return to:

City of University Place
3715 Bridgeport Way West, Suite B-1
University Place, WA 98466

CITY OF UNIVERSITY PLACE
LANDSCAPE IMPROVEMENT
MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT
(Corporate Form)

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

Recitals

Grantor is the owner of certain real Property in the City of University Place, 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 is known as _____.

Grantee owns a right-of-way on or near the proposed development.

Grantor and Grantee hereby covenant and agree as follows:

1.0 Construction

1.1 In connection with Grantor’s proposed development of the Property, Grantee has required and Grantor has agreed to construct landscape improvements within the right-of-way, including trees, shrubs, groundcovers (including grass) and irrigation systems (“Improvements”). These Improvements are described and shown on a construction drawing prepared by the landscaping firm of _____ approved by the City on _____, 20_____, and as conditioned under Permit No. _____.

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 approved plans.

2.0 Maintenance

Grantor, its heirs, successors or assigns agree to maintain the Improvements in perpetuity.

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.

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 repair the Improvements. Following receipt of such notice, Grantee shall provide Grantor with a reasonable opportunity to adequately repair the Improvements; provided, however, that in the event of an emergency, Grantee has the right to repair the Improvements without notice to Grantor. In the event Grantee performs any maintenance or repair on the Improvements, Grantee shall charge Grantor, and Grantor shall pay, the reasonable costs of such work. If Grantee is required to bring action to recover such costs, Grantee shall also recover its reasonable attorney's fees and costs, together with interest at the rate of twelve percent (12%) per annum.

5.0 Enforcement

This Agreement may be enforced by Grantee in law or equity against the Grantor, its heirs, successors and assigns.

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 Agreement is effective on the date first written above.

GRANTOR:

GRANTEE:

CITY OF UNIVERSITY PLACE

By: _____

Title _____

By: _____

Title _____

STATE OF WASHINGTON)
)ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
(grantor) is the person who appeared before me, and said person acknowledged that he/she signed
this instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____(title) of
_____, 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: _____

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

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 that he/she was authorized to execute the instrument and
acknowledged it as the _____(title) of
CITY OF UNIVERSITY PLACE, 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: _____

Approved as to form:

City Attorney