



## **PERPETUAL MAINTENANCE AGREEMENT NATIVE SHORELINE VEGETATION**

*Parcel No:*

*Project Name:*

*Project Address:*

This agreement is entered into between each of the undersigned owners of real property, and the City of Kirkland, in consideration of approval by the City of a permit under City of Kirkland File/Permit No. \_\_\_\_\_ for the hereinafter described real property in Kirkland, King County, Washington.

Each undersigned owner hereby agrees to regularly maintain the required native shoreline vegetation as illustrated on the landscape plan contained in Exhibit A, as approved by the City, on the real property described below in Exhibit B, owned by such owner, pursuant to Chapter 83 of the Kirkland Zoning Code. Vegetation that dies or is removed must be replaced in kind or with similar plants contained on the City's Native Plant List or other native species approved by the City Planning Official.

For the application of pesticides, herbicides and fertilizers, each undersigned owner hereby agrees to follow the measures in Section 83.480 of the Kirkland Zoning Code, including the use of best management practices (BMPs) outlined in the BMPs for Landscaping and Lawn/Vegetation Management Section of the 2005 Stormwater Management Manual of Western Washington to prevent contamination of surface and ground water and/or soils, and adverse effects on shoreline ecological functions and values.

Each of the undersigned agree to defend, pay, and save harmless the City of Kirkland, its officers, agents, and employees from any and all claims of every nature whatsoever, real or imaginary, which may be made against the City, its officers, agents, or employees for any damage to property or injury to any person arising out of the maintenance of said native shoreline vegetation on said owner's property or out of the actions of the undersigned in carrying out the responsibilities under this agreement, excepting therefrom only such claims as may arise solely out of the negligence of the City of Kirkland, its officers, agents, or employees.

This Agreement shall be binding upon the heirs, successors and assigns of each of the undersigned and shall run with the land. This Agreement shall, at the expense of the undersigned owners, be recorded by the City of Kirkland with the King County Department of Elections and Records.

The approved shoreline vegetation plan on the subject property of this Agreement is described as follows:

See Exhibit A

The real property owned by the undersigned and the subject property of this Agreement is situated in Kirkland, King County, Washington and described as follows:

See Exhibit B

DATED at Kirkland, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**(Sign in blue ink)**

**(Individuals Only)**

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Individuals Only)**

STATE OF WASHINGTON )

) SS.

County of King )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and

\_\_\_\_\_ to me known to be the individual(s) described herein and who executed the Perpetual Maintenance Agreement Native Shoreline Vegetation and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington,  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**(Partnerships Only)**

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Partnership or Joint Venture)

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

**(Partnerships Only)**

STATE OF WASHINGTON )

) SS.

County of King )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ to me, known to be general partners of \_\_\_\_\_, the partnership that executed the Perpetual Maintenance Agreement Native Shoreline Vegetation and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington,  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**(Corporations Only)**

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
By President

\_\_\_\_\_  
By Secretary

**(Corporations Only)**

STATE OF WASHINGTON )  
County of King ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ to me, known to be the President and Secretary, respectively, of \_\_\_\_\_, the corporation that executed the Perpetual Maintenance Agreement Native Shoreline Vegetation and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington,

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_