

Sponsoring Organization:
City of Bellingham
Public Works Department
104 W. Magnolia Street, Suite 109
Bellingham, WA. 98225

**MAINTENANCE AGREEMENT FOR WATER QUALITY IMPROVEMENT PROJECT THROUGH
THE LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM (HIP)**

This agreement is made between:

Landowner(s): <<NAME>>

and

City of Bellingham a political subdivision of the State of Washington.

This agreement identifies and confirms the terms, conditions and obligations agreed upon between the City of Bellingham (the City) and the Landowner(s) for a water quality improvement project on the property described herein, as part of the Lake Whatcom Homeowner Incentive Program (HIP).

Completed water quality improvements are depicted in **Exhibit "A"**, attached and incorporated, on lands owned by Landowner described as:

<<FULL LEGAL DESCRIPTION>>

and designated by tax parcel number(s) <<PARCEL NUMBER>>, located on <<ADDRESS>> within the City of Bellingham in Whatcom County, Washington.

1. The Landowner agrees:

- 1.1 To preserve and not intentionally compromise the integrity of the water quality improvements described in Exhibit "A".
- 1.2 To conduct in good-faith the inspection and maintenance activities identified in Exhibit "B".
- 1.3 To submit, upon request from HIP staff, current photos of the improvements to confirm that they have been preserved and maintained in accordance with this agreement.

OR

To provide reasonable property access to the City of Bellingham, its agents, employees and contractors, with at least one (1) week notice (or with such other notice as may be otherwise mutually agreed in writing by and between the parties), and during daytime hours, Monday through Saturday (unless otherwise arranged between the parties), to periodically inspect the water quality improvements.

- 1.4 To inform the City of Bellingham, their agents, employees and contractors of all known safety hazards on the property.
- 1.5 To disclose the terms of the agreement to subsequent landowners, at future sale of the property, by completing MLS Form 17, Seller's Disclosure Form, and notifying the City of Bellingham in writing at close of sale.

2. Conditions

2.1 This agreement may not be amended or abrogated, in part or entirely, without the express written consent of the parties. The water quality improvements described in Exhibit "A" may be replaced with different water quality improvements that provide the same or better levels of water quality treatment, with the written consent of both parties.

2.2 This Agreement does not authorize the City of Bellingham; or any third party to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains all rights, consistent with the terms of this Agreement, to control trespass except as authorized in this agreement and retains all responsibility for taxes, assessments, and damage claims.

3. Remedies. In the event the landowner does not comply with the terms of this agreement, the City of Bellingham may give written notice of non-compliance to owner. If notice is provided, and landowner does not satisfy the conditions for compliance with this agreement, the owner may be required to remit the full amount of the financial support received through the HIP within thirty (30) days of receipt of written notice of non-compliance. Alternatively, the City of Bellingham may elect specific performance rather than reimbursement.

Landowner guarantees their ownership of the above-described real property, and further guarantees that there are no outstanding rights or legal interests that interfere with this Agreement.

Landowner(s) Signature(s):

On this _____ day of _____, 20____, before me personally appeared

_____ to me personally known to be the person(s) individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the State of Washington,
residing at:

My Commission Expires_____

City of Bellingham Signature(s):

Acknowledged and Accepted By:

Mayor, City of Bellingham or Designee

Date

Attest:

Departmental Approval:

Finance Director or Designee Date

City of Bellingham Public Works Date

APPROVED AS TO FORM:

Office of the City Attorney or Designee Date

EXHIBIT "A"

GRAPHIC DEPICTION OF WATER QUALITY IMPROVEMENTS AND THEIR LOCATION

EXHIBIT “B”

MAINTENANCE AGREEMENT

A: Maintenance activities that involve either simple observation or routine clean-up similar to typical maintenance and care of other property amenities.

B: Maintenance activities that may qualify for technical and/or financial assistance from the County/City, as available, upon the occasion that major repairs or replacements are necessary, provided that the repairs are not required as a result of intentional damage or any violation of applicable regulations. Landowner(s) are to have satisfactorily completed "A"-designated activities to be eligible.

B.1. Schedule of Activities for Native Landscaping

Designation	Action	Frequency	Notes
A	Pull weeds	Once per year, in spring, or as desired for aesthetics	Remove any easily-pulled weeds and grass growing in landscaped areas. Weeds are not required to be pulled as long as native plants remain unaffected by weed growth.
A	Water plants	Once every other week during first three summers, more often during drought years	Water plants as needed to achieve a total of 1" of irrigation per week from July 4 th - Labor Day. If rain occurs during that period, irrigation may not be necessary.
A	Replace dead plants	Once per year for first five years, as needed, in fall.	Goal is to achieve 80% survivorship after three years. Replace plants that die with more-applicable plants if 80% goal is difficult to meet.
B	Identify and remove invasive species and/or noxious weeds	Every five years or as needed	If known invasive species (e.g. Himalayan blackberry, Bohemian knotweed, yellow-flag iris) are identified, control using guidance provided by Whatcom Weeds.
B	Replace mulch	Every five years or as needed	Ensure a minimum of 4" of woody mulch covers all landscaped areas. If your system is planted effectively, and maintenance occurs as described above, mulch may not need to be replaced for many years.