After recording return to: City Clerk City of Edmonds 121 Fifth Avenue North Edmonds, WA 98020

#### **Document Title(s)**

Declaration of Covenant - Private Stormwater BMP

### **Reference Number(s) of Related Documents**

City of Edmonds (permit number)

**Grantor(s)** (Last, First and Middle Initial)

Snohomish County, a political subdivision of the State of Washington

#### **Grantee:**

City of Edmonds

Legal Description (abbreviated form; i.e., lot, plat or section, township, range, quarter/quarter)

All that portion of he West half of Northeast quarter of Northwest quarter of Southwest quarter of Section 29, Township 27 North, Range 4 East, W.M. described as follows: Beginning as the West quarter of said Section 29; Thence East on center line of said Section for 1014.6 feet; Thence South 1Degree 16 minutes East 551.5 feet to the true point of beginning; Thence South 1 degree 16 minutes East 113.3 feet; Thence South 89 degrees 53 minutes West 326.3 feet to the intersection with the Easterly margin of right of State Road no. 1: Thence North 24 degrees 53 minutes East along Said Easterly margin of the right of way of State Road No. 1, a distance of 125 feet; Thence North 89 degrees 53 minutes East 271.2 feet to the point of beginning.

**Assessor's Property Tax Parcel/Account Number at the Time of Recording:** 270429-003-024-00

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

# DECLARATION OF COVENANT **Private Stormwater BMP**

WHEREAS, the undersigned Declarant(s) have installed one or more stormwater facilities under Edmonds Community Development Code (ECDC) Chapter 18.30 known as "stormwater best management practices (RMP)" as selected below:

300111	invator best management practices (Bivir) as select	nca	below.
Į	☐ Permeable Pavement		Infiltration Tank/Vault
[	☐ Infiltration Trench/Gallery/Drywell		Sheet Flow Dispersion
Į	☐ Detention Pipe/Tank/Vault		Reduced Impervious Footprint
Į	☐ Concentrated Flow Dispersion		Rain Garden / Bioretention Cell
Į	☑ Other: Existing Stormwater System		
	tion and recording of this Declaration of Covenant THE UNDERSIGNED DECLARANT(S), bein rty") located at the following address: 22127 High	g th	e owners of the real property ("the
herein	nds, Washington, and legally described on <b>Exh</b> ibit by this reference as if set forth in full, here lf/herself/themselves/itself and his/her/their/its suc	by c	A attached hereto and incorporated covenants and agrees, on behalf of
1.	Declarant(s) warrant that he/she/they/it is/are the Exhibit A and have the authority to impose this commers, successors, and assigns of the Declaration	oven	ant on the property and bind all future

- successors, and assigns of the Declarant(s) shall be referred to collectively as "Owners."
- The Owners of the Property agree that the Property contains one or more stormwater 2. management facilities referred to as a "BMP," which was installed to mitigate the stormwater quantity and quality impacts of some or all of the impervious or non-native pervious surfaces on the property.
  - a. For infiltration-based BMPs, the BMP shall include all pretreatment devices upstream, the infiltration facility, and a minimum of 3-feet of soil beneath the infiltration contact layer, defined as the elevation at which runoff enters native soils.
  - b. For bio-retention or rain garden BMPs, the BMP shall include all pretreatment devices upstream, the retention facility, the vegetation within the retention facility, and a minimum of 3-feet of soil beneath the infiltration contact layer, defined as the elevation at which runoff enters native soils. While specific plants are not necessarily required, a quantitative amount of vegetation coverage is required and may be subject to maintenance requests per Section 5.
  - For dispersion based BMPs, the BMP shall include all pretreatment devices upstream, the dispersion mechanism/device, and all elements of the downstream

- vegetated flow path, including restrictions on slopes and surface materials, as required by ECDC 18.30.
- d. For detention BMPs, the BMP shall include all pretreatment devices upstream, the detention device, and the control structure device.
- e. For reduced impervious footprints, the BMP shall include all areas which are used as mitigation credits, including a full ten foot (10') driveway width when using wheel strip driveways.
- 3. The Owners shall maintain the size, placement, and design of the BMP as depicted on the approved site plan, **Exhibit B**, attached hereto and incorporated herein by this reference as if set forth in full, and design details shall be maintained and may not be changed without written approval either from the Engineering Division of the City of Edmonds or through a future development permit from the City of Edmonds. Chemical fertilizers and pesticides shall not be used where a BMP is located. All costs of maintenance and repair shall be the sole responsibility of the Owners.
- 4. The Owners shall inspect BMPs annually for physical defects. After major storm events, the system shall also be checked to ensure that the overflow system is working properly. The Owners also shall maintain all BMPs so they function as designed on a year-round basis.
- 5. The City of Edmonds is hereby granted by the Owners the right, but not the obligation, to enter upon the Property described on Exhibit A at all reasonable times for the purpose of inspecting the private stormwater BMP facility. If, as the result of any such inspection, the City of Edmonds determines that the BMP is in disrepair, requires maintenance or repair, or is otherwise not functioning as provided in the site plan, the City Engineer or his designee shall have the right, but not the obligation, to order the Owners to maintain or repair the same. The Owners agree to maintain reasonable one-man access to all portions of the BMP and shall avoid permanent or lockable obstructions from blocking a reasonable path of access by City inspectors. Such obstruction may be the sole cause for the City to request maintenance as noted above.
- 6. If the City of Edmonds determines that the BMP requires maintenance or repair pursuant to Section 5, the City of Edmonds shall provide notice to the Owners of the deadline within which such maintenance or repair must be completed. Said notice may further advise that, should the Owners fail to perform required maintenance or make repairs within the established deadline, the work may be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the Owners. The City's officers, agents, employees, and contractors shall have the right, which is hereby granted by the Owners, to enter upon the Property described on Exhibit A in order to perform such work. The Owners shall bear the cost of all work performed.
- 7. The Owners shall indemnify, defend and hold harmless the City of Edmonds, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses, damages, judgments, attorneys' fees and/or costs of any kind whatsoever, arising out of or in any way resulting from the approval of the BMP(s), the installation and presence of the

BMP(s), and the acts or omissions of the Owners, their officers, employees, contractors, and agents relating to the construction, operation and maintenance of the BMP(s) on the Property, except for the City's intentional and willful tortious acts, and waive and release the City of Edmonds from any and all claims for damages and injunctive relief which the Owners may themselves have now or in the future, by reason of the construction, maintenance and operation of said BMP(s).

8. This covenant shall run with the land and be binding upon the Owners.					
Dated: 11/8/2014					
DECLARANT(S):	APPROVED: CITY OF EDMONDS				
(Signature)	(Signature)				
(Title) KEN KLEIN EXSCULIVE Director	(Print Name)				
(Print Name)	(Title)				
Corporation STATE OF WASHINGTON )  On this Sth day of November , 2024, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ken Klein to me known to be the Executive Directof Snohomish County, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.					
WITNESS my hand and official seal hereto after the seal hereto aft	NOTARY PUBLIC in and for the State of Washington, residing at				

My commission expires 06/16/2025

#### Exhibit A

# Legal description

All that portion of he West half of Northeast quarter of Northwest quarter of Southwest quarter of Section 29, Township 27 North, Range 4 East, W.M. described as follows: Beginning as the West quarter of said Section 29; Thence East on center line of said Section for 1014.6 feet; Thence South 1Degree 16 minutes East 551.5 feet to the true point of beginning; Thence South 1 degree 16 minutes East 113.3 feet; Thence South 89 degrees 53 minutes West 326.3 feet to the intersection with the Easterly margin of right of State Road no. 1: Thence North 24 degrees 53 minutes East along Said Easterly margin of the right of way of State Road No. 1, a distance of 125 feet; Thence North 89 degrees 53 minutes East 271.2 feet to the point of beginning.

Exhibit B Site Plan

