

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 the 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 1 Degree 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.

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

Exhibit A
Legal description

All that portion of the 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 1 Degree 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.

