

When Recorded, Return to:

City of Everett
Attention: Real Property Manager
3200 Cedar Street
Everett, WA 98201

DECLARATION OF COVENANT

And

GRANT OF EASEMENT

**FOR INSPECTION AND MAINTENANCE OF
ONSITE STORMWATER BMPS**

Grantor: _____

Grantee: City of Everett

Legal Description: _____

Additional Legal(s) on page(s): _____

Assessor's Tax Parcel ID#: _____

IN CONSIDERATION of the approved City of Everett _____

permit for application No. _____ relating to the real property ("Property")

described above, the Grantor, the owner(s) in fee of that Property and on behalf of Grantor and

all of Grantor’s successors-in-interest, hereby covenants with the City of Everett, a municipal corporation (the “City”), that Grantor will observe, consent to, and abide by the conditions and obligations set forth and described herein with regard to the Property, and hereby grants(grant) an easement as described herein. Grantor hereby grants, covenants, and agrees as follows:

1. The Grantor shall at its own cost, operate, inspect, maintain, and keep in good repair, and may not change or alter either the Property's stormwater facilities (“Stormwater Facilities”) or the best management practices ("BMPs") as defined under Everett Municipal Code ("EMC") [14.56.045](#) identified in the plans and specifications submitted to the City for the review and approval of permit(s) #: _____ .

2. The Stormwater Facilities permitted by such permit are identified below, and are key terms of the Property’s stormwater site plan and shown in Exhibit “A”. Maintenance shall be performed in accordance with the maintenance procedures included in Exhibit “B”.

On-site Stormwater Management BMP

- | | |
|---|--|
| <input type="checkbox"/> Post-Construction Soil Quality and Depth | <input type="checkbox"/> Sheet Flow Dispersion Area |
| <input type="checkbox"/> Full Dispersion Area | <input type="checkbox"/> Concentrated Flow Dispersion Area |
| <input type="checkbox"/> Downspout Full Infiltration System | <input type="checkbox"/> Rainwater Harvesting |
| <input type="checkbox"/> Rain Garden | <input type="checkbox"/> Vegetated Roof |
| <input type="checkbox"/> Bioretention system | <input type="checkbox"/> Retained Trees |
| <input type="checkbox"/> Downspout Dispersion System | <input type="checkbox"/> Planted Trees |
| <input type="checkbox"/> Perforated Stub Out | <input type="checkbox"/> Retained Vegetation Areas |
| <input type="checkbox"/> Permeable Pavement | |

3. The City shall have the right to ingress and egress over those portions of the Property necessary to perform inspections of the Stormwater Facilities and BMPs and conduct other activities specified in this Declaration and in accordance with [EMC 14.56.060](#) or other applicable law. This right of ingress and egress, right to inspect, and right to perform required maintenance or repair as provided for in this Section 3 below, shall not extend beyond those portions of the Property shown in Exhibit "A."

4. If the City determines that maintenance or repair work is required to be done to any of the Stormwater Facilities or BMPs, the Director of Public Works or its municipal successor in interest ("Director") shall give notice of the specific maintenance and/or repair work required pursuant to [EMC 14.56.090](#) or relevant municipal successor's codes as applicable. The Director shall also set a reasonable time in which such work is to be completed by the Grantor. If the above required maintenance or repair is not completed within the time set by the Director, the City may perform the required maintenance or repair, and hereby is given access to the Property, subject to the easement granted herein, for such purposes. The Grantor shall bear the costs of all work performed.

5. If at any time, the City reasonably determines that a Stormwater Facility or BMP on the Property creates any of the unsafe conditions requiring immediate action as defined in [EMC 14.56.100](#) or other applicable law, the Director or equivalent municipal successors official may take measures specified therein, and actions shall be taken to correct the problem as soon as reasonably feasible.

6. Grantor shall assume all responsibility for the cost of any maintenance or repair work completed by the City or any measures taken by the City to address hazardous conditions as defined above. Such responsibility shall include reimbursement to the City within thirty (30) days of the receipt of the invoice for any such work performed.

7. Grantor is required to obtain written approval from the Director prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) in open vegetated Stormwater Facilities (such as rain gardens, dispersion areas, retained vegetation areas, etc.); replacing, removing, or paving over permeable pavement; and or performing any alterations or modifications to the Stormwater Facilities and BMPs referenced in this Declaration of Covenant.

8. Any notice or consent required to be given or otherwise provided for by the provisions of this Declaration shall be effective upon personal delivery, or three (3) days after mailing by Certified Mail, return receipt requested as follows:

City: 3200 Cedar Street, Attn: Real Property Manager, Everett, WA 98201;

Grantor/Owner: Owner address of record with the Snohomish County Assessor's Office.

9. With regard to the matters addressed herein, this Declaration constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. This Declaration is intended to protect the value and desirability of the real property described above, and shall inure to the benefit of all the City of Everett. This Declaration of Covenant shall run with the land and be binding upon Grantor, and Grantors' successors-in-

interest with each successor-in-interest bound to the same rights and obligations as its predecessor-in-interest.

11. This Declaration of Covenant may be terminated by execution of a written agreement by Grantor and the City that is recorded in Snohomish County in its real property records.

[Signatures on following pages]

CORPORATE, PARTNERSHIP OR LLC OWNER(S)/OTHER LEGAL ENTITY

GRANTOR

Printed Name:_____

Title:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me _____, known to be the individual and who executed the foregoing instrument, and acknowledged that he/she was authorized to execute the instrument as the _____ of _____ and signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____ 201__.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires _____
Print name: _____

EXHIBIT A

Stormwater Site Plan

EXHIBIT B

Maintenance Procedures