

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

Document Title(s)

Declaration of Covenant - Private Stormwater Facility

Reference Number(s) of Related Documents

N/A

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

Grantee(s) (Last, First and Middle Initial)

City of Edmonds

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

Assessor's Property Tax Parcel/Account Number at the Time of Recording:

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 Facility

WHEREAS, the undersigned Declarant(s) have installed a stormwater facility under Edmonds Community Development Code Chapter 18.30 known as a “low impact development best management practices (LID BMP)” in lieu of other required more conventional stormwater systems, as selected below:

- | | |
|--|---|
| <input type="checkbox"/> Permeable Pavement | <input type="checkbox"/> Drywell |
| <input type="checkbox"/> Rain Garden / Bioretention Cell | <input type="checkbox"/> Gravelless Chamber |
| <input type="checkbox"/> Infiltration Trench | <input type="checkbox"/> Other _____ |

WHEREAS, the City of Edmonds has allowed installation of the LID BMP, subject to the execution and recording of this Declaration of Covenant; NOW, THEREFORE,

THE UNDERSIGNED DECLARANT(S), being the owners of the real property (“the Property”) located at the following address: _____ in the City of Edmonds, Washington, and legally described on **Exhibit A** attached hereto and incorporated herein by this reference as if set forth in full, hereby covenants and agrees, on behalf of himself/herself/themselves/itself and his/her/their/its successors and assigns, as follows:

1. Declarant(s) warrant that he/she/they are the owners of the property described on Exhibit A and have the authority to impose this covenant on the property and bind all future owners, successors, and assigns of the Declarant(s). The Declarant(s), future owners, successors, and assigns of the Declarant(s) shall be referred to collectively as “Owners.”
2. The Owners of the property described on Exhibit A agree that the property contains a stormwater management facility called a "LID 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. “Low impact development” means development conducted in a way that seeks to minimize or completely prevent alterations to the natural hydrology of the site. Low impact development includes site planning and design to reduce alterations of natural soil and vegetation cover, minimize impervious surfaces, and specific practices that help to replicate natural hydrology such as permeable pavements, green roofs, soil amendments, bioretention systems, and dispersion of runoff.
3. The Owners of the property described on Exhibit A shall maintain the size, placement, and design of the LID BMP as depicted on the approved site plan, **Exhibit B**, 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 LID BMP is located. . All costs of maintenance and repair shall be the sole responsibility of the Owners.

4. The Owners of the property described on Exhibit A shall inspect LID 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 LID BMP so it functions 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 LID BMP facility. If, as the result of any such inspection the City of Edmonds determines that the LID BMP is in disrepair, requires maintenance or repair, or is otherwise not functioning as provided in the BMP site plan, the City Engineer or his designee shall have the right, but not the obligation, to order the Owners of the property described on Exhibit A to maintain or repair the same.
6. If the City of Edmonds determines that the LID 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 violator 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 LID BMP, the installation and presence of the LID BMP, and the acts or omissions of the Owners, their officers, employees, contractors, and agents relating to the construction, operation and maintenance of the LID BMPs 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 LID BMPs.
8. This covenant shall run with the land and be binding upon the Declarant(s), as the owner of the property described on Exhibit A, and on Declarant's successors and assigns as to such property.

Dated: _____.

DECLARANT(S):

APPROVED:
CITY OF EDMONDS

(Signature)

(Signature)

(Print Name)

(Print Name)

(Signature)

(Title)

(Print Name)

State of Washington)
) ss.
County of Snohomish)

On this day personally appeared before me _____
{Declarant(s)} to me known to be the individual, or individuals described in and who executed
the within and foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN before me this _____ day of _____, 201_.

(Signature)

(Name legibly printed or stamped)
Notary Public in and for the State of Washington.
Residing at: _____
My commission expires _____.

Exhibit A

Exhibit B