

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)

Grantee:

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 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 (BMP)” as selected below:

- | | |
|--|--|
| <input type="checkbox"/> Permeable Pavement | <input type="checkbox"/> Infiltration Tank/Vault |
| <input type="checkbox"/> Infiltration Trench/Gallery/Drywell | <input type="checkbox"/> Sheet Flow Dispersion |
| <input type="checkbox"/> Detention Pipe/Tank/Vault | <input type="checkbox"/> Reduced Impervious Footprint |
| <input type="checkbox"/> Concentrated Flow Dispersion | <input type="checkbox"/> Rain Garden / Bioretention Cell |
| <input type="checkbox"/> Other: _____ | |

WHEREAS, the City of Edmonds has allowed installation of the 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/it is/are the owner(s) 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 agree that the Property contains one or more stormwater 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.
 - c. 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

Exhibit A
Legal description

Exhibit B
Site Plan