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Skagit County Auditor

Return Address:
City of Anacortes
Planning and Community Development
904 6th Street
Post Office Box 547
Anacortes, WA 98221

ACCOMMODATION
RECORDING ONLY

M-21937

Drainage BMP Facility Maintenance Covenant

Grantor(s) hereinafter referred to as **Grantor:**

1. **Channel Crossing, LLC.**

Grantee: City of Anacortes, hereinafter referred to as the **City,** a Political Subdivision under the Laws of the State of Washington.

Legal Description of property encumbered by covenant:

That portion of the Northeast ¼ of the Southeast ¼ of Section 22, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the SW corner of said NE ¼ of the SE ¼;
Thence: N 0°57'37" W along the West ling of said subdivision, a distance of 568.64' to the Northerly line of Oakes Avenue, being the TPOB;
Thence: Continue N 0°57'37" W - distance of 309.33 feet;
Thence: S 52°56'22" E a distance of 203.44 feet to the Northerly line of Oakes Avenue;
Thence: S 29°56' W along said Northerly line of Oakes Avenue a distance of 153.67 feet;
Thence: S 56°22'50" W along said Northerly line of Oakes Avenue, a distance of 96.65 feet to the TPOB.

Situate in the County of Skagit, State of Washington.

Common Name of the Development of the property encumbered by covenant: **SPL-2017-0002\PW#17-070-DEV Channel Crossing Short Plat**

Located in *Qtr.* **/** Sec. **22** Twp. **35** N., Rge. **01** E., W.M.

Reference Number(s) of documents assigned, released, or modified:

Assessor's Property Tax Parcel/Account Number(s) of property(s) encumbered by the drainage covenant: **P31586**

Grantor's Initials

Grantor has a record interest in the property encumbered by the covenant and agrees that the obligations of Grantor shall inure to the benefit of and be binding upon the heirs, successors, and assigns. Grantor agrees that this covenant touches and concerns the land described in Exhibit **See Page 1 of this agreement** and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant insure to Grantor, downstream property owners, and the general public, and that the City as third-party beneficiary of this covenant has the right, but not the obligation, to enforce this covenant on behalf of downstream property owners and the general public. The City requires this covenant to protect private and public property, private and public drainage infrastructure, and natural resources of downstream property owners and the general public.

Grantor in consideration of the approval of the City development permit No.**SPL-2017-0002\PW#17-070-DEV**, relating to the real property described in Exhibit **Page #1** and in consideration of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby covenants to perform regular inspections upon the drainage facilities installed, or to be installed, upon Grantor's property. These inspections shall compare the facility/BMP device to the standards described in the current Department of Ecology Stormwater Management Manual for Western Washington in use by the City of Anacortes (herein referred to as "the Manual") for all elements of the stormwater drainage system. **For any BMP facility approved by the City but not included in the Manual; see Best Management Practices, "Maintaining Your System", Attached**. As applicable, the system shall include the stormwater conveyance pipes, catch basins, any infiltration systems and all other stormwater quality or flow control systems on (Lots 1, 2 and 3 of Channel Crossing as shown on Exhibit A attached) to the point of connection to the City of Anacortes Storm Drain Conveyance System.

The inspections conducted on all facility/BMPs shall be performed by qualified personnel who have received professional training in the aspects of stormwater management for which they are responsible to inspect. (For example, a person qualified to perform an inspection on a detention pond must demonstrate that they have received professional training specifically on detention pond maintenance and compliance with standards).

The City shall request a record of the inspection annually. The Grantor shall provide to the City a written record of the inspection performed and the condition of the facility/BMP upon request. The record shall provide an explanation of each maintenance component and potential defect identified in the maintenance standards in the Manual for each specific BMP/facility. Where measurements must be taken to (trash or debris exceeds 60% of the sump…) the actual field measurements must be included on the report. Pictures of each BMP facility shall be included, and the date(s) of the inspections must be clearly identified.

Grantor's Initials _____

The scope of this covenant and right of entry shall be adequate to provide for the access, inspection, and maintenance of the stormwater drainage system, and shall be subject to the following terms and conditions:

1. The City shall have the perpetual right of entry across adjacent lands of the Grantor for purposes of inspecting, auditing, or conducting required maintenance of the drainage BMP facility.
2. Thefacility specific maintenance standards contained in the Manual are intended to be conditions for determining if maintenance actions are required. The standards are not intended to be a measure of the facility's required condition at all times. Discovery through inspection that a facility's condition is in exceedance of a standard does not constitute a violation of this agreement.
3. Should a facility be discovered in a condition that constitutes an exceedance of any described standard, maintenance shall be performed on the following schedule:
    a. Within nine months for typical maintenance of facilities, except catch basins.
    b. Within three months for catch basins.
    c. Within eighteen months for any maintenance that requires capital construction or expenditure over $25,000
4. In the event that Grantor fails to complete the required maintenance within the identified time period, the City shall have the right to immediately and without further notice perform or contract with others to perform all maintenance necessary to return the facility/BMP to compliance with the standard. This work shall be performed at the sole expense of the Grantor.
5. If the City in its sole discretion determines that an imminent or present danger exists, that any condition exists that could constitute a threat to human health, welfare or the environment, or any condition exists that could cause the City to be found in violation of the Western Washington Phase II Municipal Stormwater NPDES permit issued to the City of Anacortes, or any other environmental permit, the City may take any action required including beginning maintenance or repairs immediately at Grantor's expense without prior notice to Grantor. In such event, the City shall provide Grantor with a written statement and accounting of all work -performed and the fees, charges, and expenses incurred in making such repairs. Grantor shall agree to reimburse the City or pay the City's vendors directly for all reasonable fees, charges, and expenses identified in the City's statement.
6. If the City is required to act as a result of Grantor's failure to comply with this covenant, the City may remove any obstructions and/or interferences that in the sole opinion of the City impair the operation of the drainage BMP facility or the maintenance thereof. Grantor agrees to hold the City, its officers, employees, and agents harmless from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever

Grantor's Initials _____

including costs and attorney's fees, incurred by the removal of vegetation or physical interference from the drainage BMP facility.

7. When exercising the maintenance provisions of the covenant, in the event of nonpayment, the City may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgment, such amount shall become a lien against the property of Granter as provided in RCW 4.56.190.

8. Grantor covenants that the owners of the property described herein are the person or persons identified on page 1 of this covenant as Grantors, that they have the right to grant this covenant on the property, and that the title to the property is free and clear of any encumbrances which would interfere with the ability to grant this covenant.

Executed this 25th day of March 2019

Grantors:

Signature(s): _____ _____

Printed Name(s): Nels Strandberg _____

Title of Authorized Representative(s):
(if signing on behalf of a corporation)

Member _____ _____

Grantor's Initials _____

Additional Signatures (if needed):

_____

_____

Note: Signature(s) of Grantor(s) must be acknowledged by appropriate Notary Form.

Accepted and approved for the City of Anacortes:

_____ Date: 3/26/19

Director
City of Anacortes Department of
Planning and Community
Development Services

STATE OF WASHINGTON)
) SS
City of Anacortes)

On the 25th day of March, 2019, before me Erinn D L Welliver the undersigned officer, personally appeared Nels Strandberg, who acknowledged himself to be (the manager) (a member) of, a Limited Liability Company operating as _____ and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by the signing the name of the Limited Liability Company by himself as (the manager) (a member).

In witness whereof, I hereunto set my hand and official seal.

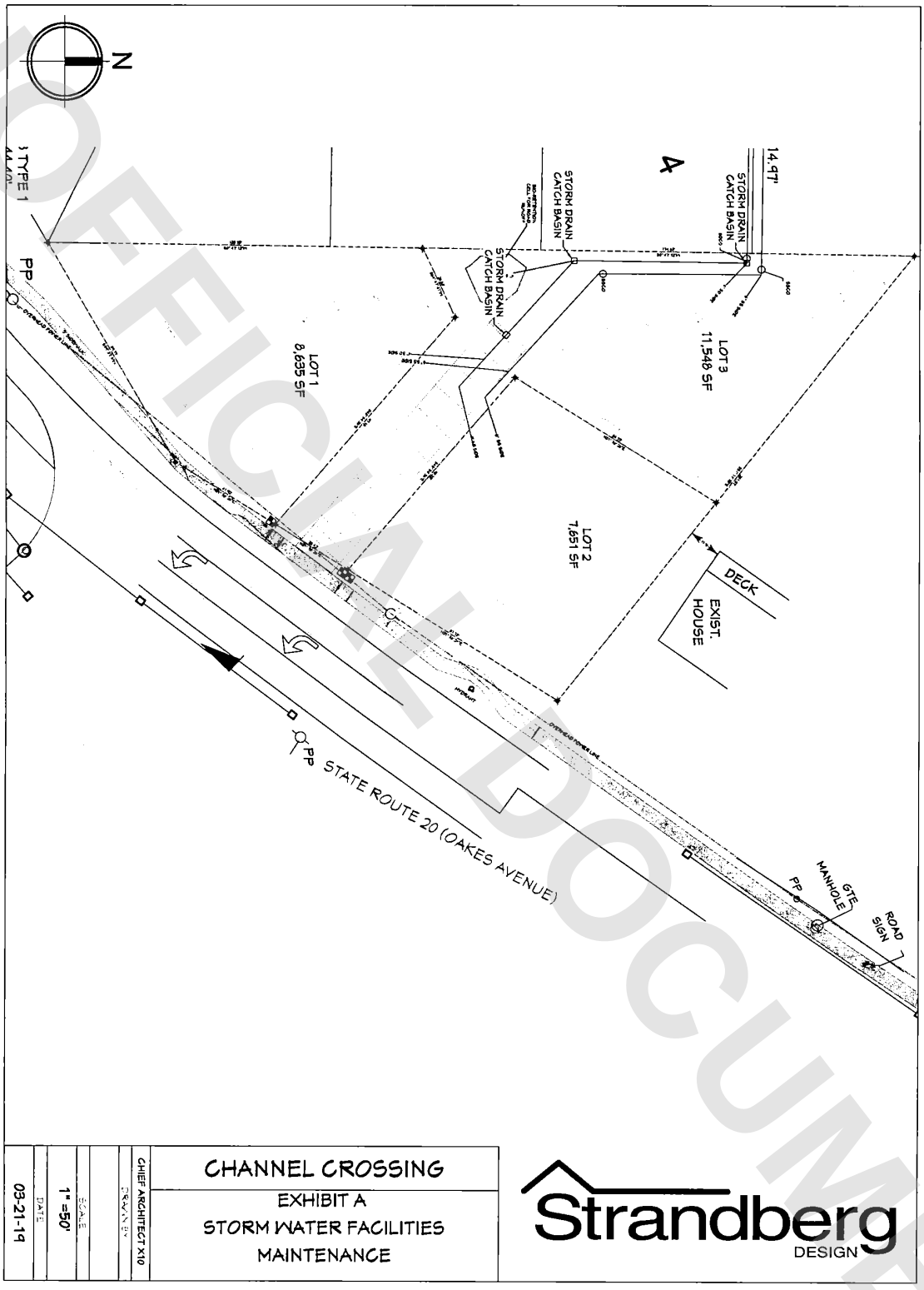
Dated this 25th day of March, 2019.

(Seal or Stamp)

ERIN D L WELLIVER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES APRIL 01, 2022

Signature: _____
(print name) Erinn D.L. Welliver
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
My appointment expires 4/1/2022

Grantor's Initials ____



CHANNEL CROSSING	
EXHIBIT A	
STORM WATER FACILITIES	
MAINTENANCE	
CHIEF ARCHITECT X10	
DRAWN BY	
SCALE	1" =50'
DATE	03-21-19

Strandberg DESIGN

Maintaining Your System

Best Management Practices (BMPs)

Proper maintenance of your stormwater facility begins with the understanding of the term "best management practices," or BMPs, for short. For stormwater systems, BMPs are ways to prevent or reduce the amount of pollution travelling through or leaving the system. BMPs can also reduce stormwater facility maintenance costs.

BMPs are separated into two categories: source control and treatment BMPs. Source control BMPs prevent pollution by controlling pollutants at their source. Treatment BMPs are used to treat stormwater that is already polluted. Source control BMPs are always more effective than treatment BMPs because they prevent pollution from entering the water, whereas treatment BMPs rely on cleaning up the water after it has been polluted.

If you can promote source control BMPs that keep debris and sediment out of the stormwater facility, you will reduce maintenance costs. To keep debris and sediment out of your stormwater facility, practice good housekeeping **(see box below)**.

Throughout the rest of this section, you will be able to read about each type of stormwater facility, see what it looks like, and understand the BMPs that will ensure it functions properly and lasts as long as possible.

Keeping records of inspections is very important. It allows a homeowners association or community to keep up with an inspection schedule, review data collected during past inspections, and estimate when routine maintenance is needed. Inspection checklists and all records should be kept with the O & M plan and as-built drawings for your stormwater system.

Ongoing, regular maintenance activities are different from inspection. Regular, ongoing maintenance should include activities like vegetation management and/or mowing side slopes and pond shorelines; inspections will find problems that need to be fixed.

Good Housekeeping BMPs

- ⇒ Sweep and remove trash and sediments from the streets.
- ⇒ Sweep and remove sand from winter sanding operations when no longer needed.
- ⇒ Ensure that roofers sweep and remove grit from roads after completing a roofing job.
- ⇒ Rake and pick up leaves from lawns.
- ⇒ Cover soil piles from construction or landscaping efforts.
- ⇒ Place yard waste and compost out of the path of drainage ways.

Maintaining Your System

Type 1 catch basins

Inspection Frequency: Exterior: Monthly (weekly when leaves are falling) & after storms, **Interior**: Annually

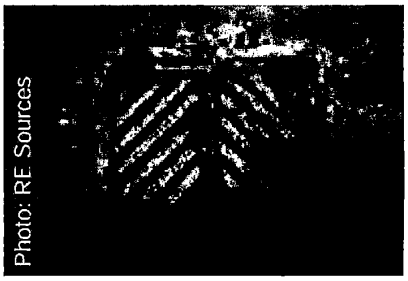


Photo: RE Sources

Stormwater from streets drains into small underground vaults called **Type 1 catch basins**. These are installed in the center of a street or along the street curb or gutter. Type 1 catch basins are sometimes called "storm drains."

A catch basin consists of a grate on the road surface with an underground vault beneath it. Stormwater collects in the vault, allowing sediment to settle on the bottom. Water from the catch basin flows through pipes to a variety of destinations: into a swale, a stormwater pond, or directly into a river or stream.

Check catch basin grates regularly as they can become clogged with litter or leaves. Remove trash, debris, and sediment from the vicinity so it won't enter the basins. Remove the grate to check the accumulation of sediment in the vault. When sediment exceeds 60% of the vault depth or comes within 6" of the lowest pipe, the catch basin needs to be cleaned (Dept. of Ecology: Volume V, February 2005). Contact a professional to clean the catch basin with a vactor truck. During the dry season, sediment can be removed by hand with a bucket and shovel. Follow recommendations in Appendix IV-G of the Dept. of Ecology's *Stormwater Management Manual for Western Washington* for disposal of the sediment.

You will often see fabric filters placed in these catch basins near construction sites. These filters are designed to keep out large debris but do not capture silt or other fine material. They should be changed whenever they are torn and monitored in case they become clogged. Filters should be removed after construction is complete.

Reminder: Catch basins in private roads are the owners' responsibility; catch basins in county roads are county responsibility.

Type 1 and **2 catch basins** are designed to catch debris and regulate flow. They both can protect receiving waters such as bays, streams, and wetlands.

Type 1 catch basins are usually found before a stormwater pond, protecting the inlet and pond from debris.

Type 2 catch basins are usually found at the outlet of a stormwater pond, protecting downstream waters by trapping excess sediment before it leaves a pond.

BMPs for Type 1 Catch Basins

Grate	Remove trash and sediment from around grate	Replace if broken
Filter	Change if torn; monitor for blockages and remove or clean if restricting flow into the basin	
Inside	Remove trash and debris if present	Remove sediment if it fills >60% of the vault or is full to within 6" of the lowest pipe