

202508080061

08/08/2025 12:55 PM Pages: 1 of 9 Fees: \$361.50
Skagit County Auditor

Document Title:

maintenance Covenant

Reference Number :

Grantor(s):

☒ additional grantor names on page 2

1. Cove Place LLC

2.

Grantee(s):

☐ additional grantee names on page ____

1. City of Anacortes

2.

Abbreviated legal description:

☐ full legal on page(s) ____

Lot 10 Skyline No 11

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P66023

I CHRISTOPHER COLLINS, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$39.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

8.8.25

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

Attach BMP Maintenance Standards for your
stormwater facilities. Form is located on the city
website: www.anacorteswa.gov/1243/Building-Permits

Drainage BMP Facility Maintenance Covenant

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

1. Cove Place, LLC; Four Islands Holding LLC; Jerry and Jan Barto

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: LOT 10,
SKYLINE NO. 11, AS PER PLAT THEREOF RECORDED IN
VOLUME 9 OF PLATS, PAGES 78 AND 79, RECORDS OF
SKAGIT COUNTY, WASHINGTON. TGW TDLD TR ADJ DESC
AF#856099 DAF BAT SE COR LT 10 TH S 21-56-24 E 74.49FT
TH S 64-42-04 W 65.80FT TH N 89-17-00 W 129.12FT TH N 20-
17-42 E 100FT TO SW COR LT 10 TH ELY ALG SLY LI LT 10 TO
POB

Survey recorded under N/A. See attached **Exhibit A** for
abbreviated **Legal Description**.

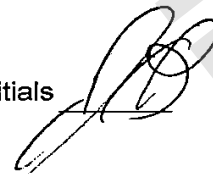
Common Name of the Development of the property encumbered by
covenant:

Skyline No. 11

Located in NWqtr. Sec. 27 Twp. 35., Rge. 01.

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

Assessor's Property Tax Parcel/Account Number(s) of property(s)
encumbered by the drainage covenant: P60023



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 **Page 1 of this agreement** and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant inure 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. BLD-2025-0452, relating to the real property described on **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 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; maintenance standards shall be as described in the manufacturer's operation and maintenance manual; which shall also be referred to as the Manual. As applicable, the system shall include the stormwater conveyance pipes, ditches, swales, and catch basins; stormwater flow regulation system detention ponds, vaults, pipes, retention ponds, flow regulation and control structures; infiltration systems and all other stormwater quality or flow control 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.



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. The facility 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, 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 20 day of July, 2025

Grantors:

Signature(s):

Printed

Name(s):

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

Owner, Manager

Accepted and approved for the City of Anacortes:

Signature:

Date:

7.28.25

City of Anacortes Director of Planning and
Community Development Services

JB

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 11 – GROUNDS (LANDSCAPING)			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Site	Trash or debris	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site. Dispose of according to applicable state and/or local regulations.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to City personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where City personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Trees and Shrubs	Species	No willows, poplars, cottonwoods, birches, soft maple, gum, or any other tree or shrub whose roots are likely to obstruct stormwater functions are not allowed within 30 feet of any stormwater pipes or facilities	No trees of prohibited species are located within 30 feet of any stormwater pipes or facilities
	Hazard	Any tree or limb of a tree identified as having a potential to fall and cause property damage or threaten human life. A hazard tree identified by a qualified arborist must be removed as soon as possible.	No hazard trees in facility.
	Damaged	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trees and shrubs with less than 5% of total foliage with split or broken limbs.
		Trees or shrubs that have been blown down or knocked over.	No blown down vegetation or knocked over vegetation. Trees or shrubs free of injury.
		Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Tree or shrub in place and adequately supported; dead or diseased trees removed.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 34 – SHEET FLOW BMP			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Site	Trash and debris	Trash and debris accumulated on the sheet flow site.	Sheet flow site free of any trash or debris. Dispose of according to applicable state and/or local regulations.
Sheet Flow Area	Erosion	Soil erosion occurring in sheet flow zone.	Soil erosion is not occurring and rills and channels have been repaired.
	Concentrated flow	Sheet flow is not occurring in the sheet flow zone.	Sheet flow area is regraded to provide sheet flow.
Inspection	Frequency	Annually and after large storms.	Rain harvesting equipment is functioning normally.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 6 – CONVEYANCE PIPES, DITCHES, AND STORMWATER CHANNELS			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Pipes	Sediment/debris accumulation	Accumulated sediment or debris that exceeds 20% of the diameter of the pipe.	Water flows freely through pipes.
	Vegetation/roots	Vegetation/roots that reduce free movement of water through pipes.	Water flows freely through pipes.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Damage to protective coating or corrosion	Protective coating is damaged; rust or corrosion is weakening the structural integrity of any part of pipe.	Pipe repaired or replaced.
	Damaged	Any dent that decreases the cross section area of pipe by more than 20% or is determined to have weakened structural integrity of the pipe.	Pipe repaired or replaced.
Ditches	Trash and debris	Trash and debris exceed 1 cubic foot per 1,000 square feet of ditch and slopes.	Trash and debris cleared from ditches. Dispose of according to applicable state and/or local regulations.
	Sediment accumulation	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned/flushed of all sediment and debris so that it matches design.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to City personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where City personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Vegetation	Vegetation that reduces free movement of water through ditches.	Water flows freely through ditches.
	Erosion damage to slopes	Any erosion observed on a ditch slope.	Slopes are not eroding.
	Rock lining out of place or missing (if applicable)	One layer or less of rock exists above native soil area 5 square feet or more, any exposed native soil.	Replace rocks to design standards.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 9 – FENCING			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Site	Erosion or holes under fence	Erosion or holes more than 4 inches high and 12-18 inches wide permitting access through an opening under a fence.	No access under the fence.
Wood Posts, Boards and Cross Members	Missing or damaged parts	Missing or broken boards, post out of plumb by more than 6 inches or cross members broken	No gaps on fence due to missing or broken boards, post plumb to within 1½ inches, cross members sound.
	Weakened by rotting or insects	Any part showing structural deterioration due to rotting or insect damage.	All parts of fence are structurally sound.
	Damaged or failed post foundation	Concrete or metal attachments deteriorated or unable to support posts.	Post foundation capable of supporting posts even in strong wind.
Metal Posts, Rails and Fabric	Damaged parts	Post out of plumb more than 6 inches.	Post plumb to within 1½ inches.
		Top rails bent more than 6 inches.	Top rail free of bends greater than 1 inch.
		Any part of fence (including post, top rails, and fabric) more than 1 foot out of design alignment.	Fence is aligned and meets design standards.
		Missing or loose tension wire.	Tension wire in place and holding fabric.
	Deteriorated paint or protective coating	Part or parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.
	Openings in fabric	Openings in fabric are such that an 8-inch diameter ball could fit through.	Fabric mesh openings within 50% of grid size.