

Return Address:  
Snohomish County Property Manager  
3000 Rockefeller Avenue  
Mail Stop 404  
Everett, WA 98201-4046  
PDS Reference PFN: \_\_\_\_\_

## Drainage Facility Maintenance Covenant

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

- 1.
- 2.
- 3.

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

**Legal Description** of property encumbered by covenant:  
Abbreviated:

*(if applicable, insert lot, Block, Plat Name), and/or as described in Exhibit(s) “ “ (typically Exhibit A).*

Located in      *qtr./*      *qtr.* Sec.      Twp.      N., Rge.      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:

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 \_\_\_\_\_ 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 County 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 County 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 County development permit No. \_\_\_\_\_, relating to the real property described in Exhibit \_\_\_\_\_ and in consideration of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby covenants to perform regular maintenance upon the drainage facilities installed, or to be installed, upon Grantor's property. Regular maintenance shall include, at a minimum, annual inspection of the stormwater drainage system. As applicable, the system shall include the stormwater conveyance system pipes, ditches, swales, and catch basins; stormwater flow regulation system detention ponds, vaults, pipes, retention ponds, flow regulation and control structures; infiltration systems and water quality control system.

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 County 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 facility.

2. If County inspection determines that maintenance is not being performed, the County shall endeavor to provide Grantor reasonable advance notification of the need to perform the maintenance and a reasonable opportunity for the Grantor to perform it. In the event that Grantor fails to complete the required maintenance within a reasonable time period, the County shall have the right to perform or contract with others to perform it at the sole expense of the Grantor. If the County in its sole discretion determines that an

imminent or present danger exists, required maintenance and/or repair may begin immediately at Grantor's expense without prior notice to Grantor. In such event, the County 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 County or pay the County's vendors directly for all reasonable fees, charges, and expenses identified in the County's statement.

3. If the County is required to act as a result of Grantor's failure to comply with this covenant, the County may remove any obstructions and/or interferences that in the sole opinion of the County impair the operation of the drainage facility or the maintenance thereof. Grantor agrees to hold the County, 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 facility.

4. When exercising the maintenance provisions of the covenant, in the event of nonpayment, the County 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 Grantor as provided in RCW 4.56.190.

5. 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Grantors:**

Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

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

**Drainage Facility Maintenance Covenant**

**PFN** \_\_\_\_\_

Additional Signatures (if needed):

\_\_\_\_\_  
\_\_\_\_\_

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

Accepted and approved  
for Snohomish County:

\_\_\_\_\_ Date: \_\_\_\_\_  
Director  
Snohomish County  
Department of Planning and  
Development Services

**CONSENT TO AND APPROVAL OF  
DRAINAGE MAINTENANCE COVENANT**

\_\_\_\_\_ (*lender*), the current Beneficiary of a Deed of Trust recorded under AFN \_\_\_\_\_, records of Snohomish County, which deed of trust encumbers the real estate described in Exhibit \_\_\_\_\_ of the attached Drainage Maintenance Covenant, does hereby consent to the establishment of said covenant

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*REPRESENTATIVE ACKNOWLEDGMENT*

STATE OF WASHINGTON             )  
   ) ss  
COUNTY OF SNOHOMISH         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument , on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_

(Seal or stamp)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
My appointment expires \_\_\_\_\_

*INDIVIDUAL ACKNOWLEDGMENT*

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF SNOHOMISH     )

I certify that I know or have satisfactory evidence that

\_\_\_\_\_  
is/are the person(s) who appeared before me, and said person(s) acknowl-  
edged that (he/she/they) signed this instrument and acknowledged it to be  
(his/her/their) free and voluntary act for the uses and purposes mentioned in  
the instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_

(Seal or stamp)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
My appointment expires \_\_\_\_\_

*REPRESENTATIVE ACKNOWLEDGMENT*

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF SNOHOMISH     )

I certify that I know or have satisfactory evidence that

\_\_\_\_\_ is the person  
who appeared before me, and said person acknowledged that (he/she/they)  
signed this instrument , on oath stated that (he/she/they) was/were authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_  
to be the free and voluntary act of such party for the uses and purposes  
mentioned in the instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_

(Seal or stamp)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
My appointment expires \_\_\_\_\_