



Stormwater Covenant and Easement

Public Works Department | 80 Columbia Avenue Marysville, WA 98270
(360) 363 -8100 | (360) 363-7480 FAX | marysvillewa.gov

Instructions Page

For the Developer:

Does your Project trigger minimum requirements #6 Runoff Treatment, or #7 Flow Control AND the facility(ies) will be on private property?

If “no” then this covenant does not need to be recorded.

Otherwise, please complete the enclosed documents and have the signatures notarized. The documents must be signed by all parties with an ownership interest in the property (include additional signature blocks and notary acknowledgement forms as necessary).

- Do not write within the one-inch border
- Type or print legibly and in an easily readable font
- Print documents single sided and provide original copies with original signatures

For City Staff:

Surface Water staff will hand out this sheet with all their pre-application, planning, civil and building plan reviews.

Surface Water wants the applicant to address this requirement with their Civil Plan review. At that time the Surface Water staff member will evaluate if there are private facilities, and if those facilities are being installed for flow control or treatment. If yes to both then this document needs to be recorded and a comment will be provided to ensure the next steps are taken.

On the appropriate final internal routing checklist Surface Water and Land Development will verify and initial that this requirement is completed before final occupancy is issued.

For commercial site plans Surface Water will rely on the building department to notify Surface Water before final occupancy so that Surface Water staff can check that this condition was completed. Building will cc Surface Water to ensure this item is completed before final occupancy.

Surface water will note in TRAKiT that the document was recorded. In ProjectTRACK it will be entered as a note on the “Storm Fac Ownership” tab. The recorded document should also be attached to the file for quick reference.

When Recorded, Return to:

City of Marysville
Public Works Department
80 Columbia Ave
Marysville, WA 98270

**Stormwater Covenant and Easement
(MMC 14.15.155)**

DOCUMENT TITLE: <i>Project Name</i> Stormwater Covenant and Easement
Grantor: <i>Property Owner Name</i>
Grantee: CITY OF MARYSVILLE, a Municipal Corporation
Legal Description (abbreviated):
Assessor's Parcel(s):
Address:
Reference Number(s):
City of Marysville Project No: City of Marysville Building Permit No:
Note The Auditor/Recorder will rely on the information provided on this form. City staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Stormwater Covenant and Easement (MMC 14.15.155)

This Stormwater Covenant and Easement (the “Agreement”) is executed in favor of the City of Marysville (the “City”) by the undersigned owner(s) (the “Grantor”) of the following described real property situated in the City of Marysville, Snohomish County, State of Washington (the “Property”) (insert complete legal description):

(attach Exhibit A if necessary to fit full legal description)

WHEREAS, pursuant to Marysville Municipal Code Chapter 14.15, as may be hereafter amended, a condition of developing the Property requires that it have adequate stormwater drainage; and

WHEREAS, the Grantor has installed a private storm drainage system for the Property; and

WHEREAS, such a private storm drainage system will require ongoing maintenance as detailed in the approved Facility Maintenance Plan to ensure it operates as designed;

WHEREAS, the private storm drainage system includes the following specified drainage control facilities, which are documented in the drainage control plan drawing(s), as amended by record drawing(s) on file with the City of Marysville. The following runoff treatment or flow control facilities are onsite:

BMP T5.15 Permeable Pavements		BMP T8.30 Linear Sand Filter
BMP T5.16 Tree Retention and Tree Planting		BMP T8.40 Media Filter Drain
BMP T5.17 Vegetated Roofs		BMP T9.10 Basic Biofiltration Swale
BMP T5.20 Rainwater Harvesting		BMP T9.20 Wet Biofiltration Swale
BMP T5.30 Full Dispersion area		BMP T9.30 Continuous Inflow biofiltration Swale
BMP T6.10 Presettling Basin		BMP T9.40 Basic Filter Strip
BMP T7.10 Infiltration Basins		BMP T10.10 Wetponds-Basic and Large
BMP T7.20 Infiltration trenches		BMP T10.20 Wetvaults
BMP T7.30 Bioretention Cells, Swales and Planter Boxes		BMP T10.30 Stormwater Treatment Wetlands
BMP T7.40: Compost-amended Vegetated Filter Strips (CAVFS)		BMP T10.40 Combined Detention and Wetpool Facilities
BMP T8.10 Basic Sand Filter basin		BMP T11.10 API (Baffle type) Separator bay
BMP T8.11 Large Sand Filter basin		BMP T11.11 Coalescing Plate (CP) Separator Bay
BMP T8.20 Sand Filter vault		Ecology approved Emerging Technology Manufacturer: Device Name:

Now, therefore, the Grantor, on behalf of Grantor and Grantor's heirs, successors, and assigns, agrees to the following and hereby creates a covenant running with the land that shall be binding upon all parties and their heirs, successors, and assigns forever:

- (1) The Grantor, on behalf of the Grantor and the Grantor's heirs, successors, and assigns, agrees to and shall:
 - (a) inspect and maintain the above described drainage control facilities in accordance with the provisions of Marysville Municipal Code (MMC) Title 14, the approved Facility Maintenance Plan (attached hereto as Exhibit B and incorporated by this reference), and any other provisions applicable to the facilities, as now and hereafter in effect;
 - (b) implement the terms of the drainage control plan required for development; and
 - (c) inform all future purchasers, heirs, successors, and assigns of the existence of the drainage control facilities and other elements of the drainage control plan and the limitations of the drainage control facilities.
- (2) The Grantor, on behalf of the Grantor and the Grantor's heirs, successors, and assigns, hereby grants permission for authorized representatives of the City of Marysville to enter onto the Property for inspection, monitoring, correction, or abatement of conditions related to the Property's drainage control plan, drainage control facilities, MMC Title 14, or any other MMC provision applicable to drainage control, as now and hereafter in effect.
- (3) If the private storm drainage system is not maintained in accordance with the approved or record drawing design, the Grantor, on behalf of the Grantor and the Grantor's heirs, successors, and assigns grants the City the right to inspect and repair the system and assess reasonable costs for the work that may be charged against the Property, the Property owner, or any beneficiary.
- (4) The Grantor, on behalf of the Grantor and the Grantor's heirs, successors, and assigns:
 - (a) Agrees and acknowledges that the City is not responsible for the adequacy or performance of the drainage control plan or the drainage control facilities;
 - (b) Agrees to accept any and all risks of harm, loss, injury, or damage related to the drainage control plan or the drainage control facilities; and
 - (c) Hereby waives any right to assert any and all present and future claims against the City, whether known or unknown, for any harm, loss, injury, or damage occurring either on or off the Property, related to the drainage control plan, the drainage control facilities, or drainage or erosion on the Property, except only for such harm, loss, injury, or damage that directly results from the sole negligence of the City.
- (5) This Agreement shall be recorded in the real estate records of the Auditor's Office of Snohomish County, Washington. If any provision of this Agreement is held invalid, the remainder of the Agreement is not affected.
- (6) The obligations of the Grantor and each of the Grantor's heirs, successors, and assigns under this Agreement shall terminate when that person sells, devises, or transfers the Property, or his

or her interest therein, unless the obligation arises out of a claim of negligence or intentional act of that person.

Now, therefore, to this end, the Grantor, on behalf of the Grantor and the Grantor's heirs, successors, and assigns, hereby grants a perpetual easement to the City of Marysville and its authorized representatives to enter the Property, inspect the private storm drainage system, and make necessary repairs, with any expenses incurred being chargeable against the Property, the Property owner, and any beneficiary.

By: _____ Date: _____

Type signer's name here, Type signer's title or affiliation

Type company name here

Type address here

Type City, State, Zip here

By: _____ Date: _____

Type signer's name here, Type signer's title or affiliation

Type company name here

Type address here

Type City, State, Zip here

ACKNOWLEDGEMENT

(Individual)

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 signed this instrument and acknowledged it to be his/her free and voluntary
act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

(Entity)

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 signed this instrument, on oath stated that he/she was 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 this _____ day of _____, 20_____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

ACKNOWLEDGEMENT

(Individual)

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
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DATED this _____ day of _____, 20_____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

(Entity)

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 signed this instrument, on oath stated that he/she was 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 this _____ day of _____, 20_____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

(Insert complete legal description):

Situated in the City of Marysville, County of Snohomish, State of Washington.

EXHIBIT B

FACILITIES MAINTENANCE PLAN