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09/10/2026 01:42 PM Pages: 1 of 11 Fees: $313.50
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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. The Anacortes Family Center

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:
Abbreviated:

Survey recorded under AF#202605060063 **. See attached Exhibit A for abbreviated Legal Description.**

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

ANACORTES FAMILY CENTER COTTAGE REDEVELOPMENT PROJECT

Located in NE *qtr.* Sec. 25 Twp. 35N., Rge. 1E.

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: P97538

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 **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. DEV 2026-0004, 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.

Grantor's Initials

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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,

Grantor's Initials ORM

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 8th day of September, 2026

Grantors:

Signature(s): _____

Printed Name(s): Dennis Murphy _____

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

Facility Manager _____

Accepted and approved for the City of Anacortes:

Signature: _____ for J.C. Date: 9/9/2026

City of Anacortes Director of Planning and Community Development Services

Grantor's Initials _____

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EXHBIIT "A"

LEGAL DESCRIPTION FROM SKAGIT COUNTY

LOTS 4, 5 AND 6, BLOCK 8, J.M. MOORE'S ADDITION TO ANACORTES, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#202605060063

Stormwater BMP Maintenance Standards

Anacortes Family Center Cottage Project (DEV 2026-004)
Anacortes, WA

Introduction

The City of Anacortes has incorporated and modified the 2021 King County Surface Water Design Manual's Appendix A for Maintenance Standards.

Maintenance standards contained in this appendix reference measurements used to determine if maintenance is needed. For example, the catch basin standard for sediment states, "Sediment exceeds 60% of the depth from the bottom of the catch basin to the invert of the lowest pipe into or out of the catch basin or is within 6 inches of the invert of the lowest pipe into or out of the catch basin." This means that if any single strike of an inspection probe reveals that the sediment exceeds this measurement, then the catch basin does not meet standards and requires maintenance.

Additionally, when the standard says that the resulting condition is to "match design," it means the shape, dimensions and function of the original design.

Presence of Standards in this Appendix

The presence of a stormwater facility type in this Appendix does not constitute approval for future installation within the City of Anacortes. This is a reference of maintenance standards for facilities previously approved and installed within the City.

Maintenance shall be in adherence to the standards contained within the facility's approved Maintenance & Operations Manual, Manufacturer Guidelines, and this Appendix. When these conflict, the standard which is more protective of the environment shall be used.

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Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities for the Anacortes Family Center Cottage Project (noted in red)

This appendix contains the maintenance requirements for the following typical stormwater control and water quality facilities and components.

No. 1 – Detention Ponds (p. B-4)
No. 2 – Infiltration Facilities (including StormTech® Chamber) (p. B-6)
No. 3 – Detention Tanks and Vaults (including Isolator® Row) (p. B-9)
No. 4 – Control Structure/Flow Restrictor (p. B-11)
No. 5 – Catch Basins and Manholes (p. B-13)
No. 6 – Conveyance Pipes, Ditches, and Stormwater Channels (p. B-15)
No. 7 – Debris Barriers (e.g., Trash Racks) (p. B-16)
No. 8 – Energy Dissipaters (p. B-17)
No. 9 – Fencing (p. B-18)
No. 10 – Gates/Bollards/Access Barriers (p. B-19)
No. 11 – Grounds (Landscaping) (p. B-20)
No. 12 – Access Roads (p. B-21)
No. 13 – Basic Bioswale (grass) (p. B-22)
No. 14 – Wet Bioswale (p. B-23)
No. 15 – Filter Strip (p. B-24)
No. 16 – Wetpond (p. B-25)
No. 17 – Wetvault (p. B-27)
No. 18 – Stormwater Wetland (p. B-28)
No. 19 – Sand Filter Pond (p. B-30)
No. 20 – Sand Filter Vault (p. B-32)
No. 21 – Cartridge Filters (Stormfilter® and Other Manufacturers) (p. B-34)
No. 22 – Baffle Oil/Water Separator (p. B-36)
No. 23 – Coalescing Plate Oil/Water Separator (p. B-38)
No. 24 – Catch Basin Insert (including Flogard®, Triton™ Drop Inlet Filter, etc.) (p. B-40)
No. 25 – Drywell BMP (p. B-41)
No. 26 – Gravel Filled Infiltration Trench BMP (p. B-42)
No. 27 – Gravel Filled Dispersion Trench BMP (p. B-43)
No. 28 – Native Vegetated Surface / Native Vegetated Landscape BMP (p. B-44)
No. 29 – Perforated Pipe Connections BMP (p. B-45)
No. 30 – Permeable Pavement BMP (p. B-46)
No. 31 – Bioretention BMP (p. B-47)
No. 32 – Rainwater Harvesting BMP (p. B-49)
No. 33 – Rock Pad BMP (p. B-50)
No. 34 – Sheet Flow BMP (p. B-51)

APPLICABLE FOR THE AFC COTTAGE PROJECT (typ)

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No. 35 – Splash Block BMP (p. B-52)
No. 36 – Vegetated Roof BMP (p. B-53)
No. 37 – Filterra® (Contech®) (p. B-54)
No. 38 – Hydrodynamic Separators (including CDS®, Vortechs®, and Aquaswirl®) (p. B-55)
No. 39 – BioPod™ (p. B-57)
No. 40 – Modular Wetlands (p. B-58)
No. 41 – Stormwater Pump Station (p. B-59)

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NO. 5 – CATCH BASINS AND MANHOLES

Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Structure	Sediment	Sediment exceeds 60% of the depth from the bottom of the catch basin to the invert of the lowest pipe into or out of the catch basin or is within 6 inches of the invert of the lowest pipe into or out of the catch basin.	Sump of catch basin contains no sediment.
	Trash and debris	Trash or debris of more than ½ cubic foot which is located immediately in front of the catch basin opening or is blocking capacity of the catch basin by more than 10%.	No trash or debris blocking or potentially blocking entrance to catch basin. Dispose of according to applicable state and/or local regulations.
		Trash or debris in the catch basin that exceeds 1/3 the depth from the bottom of basin to invert the lowest pipe into or out of the basin.	No trash or debris in the catch basin. Dispose of according to applicable state and/or local regulations.
		Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within catch basin. Dispose of according to applicable state and/or local regulations.
		Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents. Dispose of according to applicable state and/or local regulations.
	Damage to frame and/or top slab	Corner of frame extends more than ¾ inch past curb face into the street (if applicable).	Frame is even with curb.
		Top slab has holes larger than 2 square inches or cracks wider than ¼ inch.	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of more than ¾ inch of the frame from the top slab.	Frame is sitting flush on top slab.
	Cracks in walls or bottom	Cracks wider than ½ inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that catch basin is unsound.	Catch basin is sealed and is structurally sound.
		Cracks wider than ½ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than ¼ inch wide at the joint of the inlet/outlet pipe.
	Settlement/ misalignment	Catch basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards.
	Damaged pipe joints	Cracks wider than ½ inch at the joint of the inlet/outlet pipes or any evidence of soil entering the catch basin at the joint of the inlet/outlet pipes.	No cracks more than ¼ inch wide at the joint of inlet/outlet 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.
Inlet / Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes. Dispose of according to applicable state and/or local regulations.

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NO. 5 – CATCH BASINS AND MANHOLES

Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Inlet / Outlet Pipe	Damaged	Cracks wider than ½ inch at the joint of the inlet/outlet pipes or any evidence of soil entering at the joints of the inlet/outlet pipes.	No cracks more than ¼ inch wide at the joint of the inlet/outlet pipe.
Metal Grates (Catch Basins)	Unsafe grate opening	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and debris	Trash and debris that is blocking more than 20% of grate surface.	Grate free of trash and debris. Dispose of according to applicable state and/or local regulations.
	Damaged or missing	Grate missing or broken member(s) of the grate. **Any open structure requires urgent maintenance.**	Grate is in place and meets design standards.
Manhole Cover / Lid	Cover/lid not in place	Cover/lid is missing or only partially in place. **Any open structure requires urgent maintenance.**	Cover/lid protects opening to structure.
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs. of lift.	Cover/lid can be removed and reinstalled by one maintenance person.

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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.

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