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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. James Moran

**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 _____. See attached Exhibit A for abbreviated Legal Description.**

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

Skyline Property Owners Association

Located in NW qtr. 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: P59660



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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-2024-0792, 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.



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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,



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## NO. 25 – DRYWELL BMP

| Maintenance Component | Defect or Problem | Conditions When Maintenance Is Needed | Results Expected When Maintenance Is Performed |
|---|---|---|---|
| **Preventative** | Plugging, obstructions | Any cause limiting flow into drywell. | Drywell able to receive full flow prior to and during wet season. |
| **Site** | Trash and debris | Trash or debris that could end up in the drywell is evident. | No trash or debris that could get into the drywell can be found. Dispose of according to applicable state and/or local regulations. |
| **Pipes** | Inlet is plugged | The entrance to the pipe is restricted due to sediment, trash, or debris. | The entrance to the pipe is not restricted. |
| | Vegetation/roots | Vegetation/roots that reduce free movement of water through pipes. | Water flows freely through pipes. |
| | Plugged | Sediment or other material prevents free flow of water through the pipe. | Water flows freely through pipes. |
| | Broken or joint leaks | Damage to the pipe or pipe joints allowing water to seep out. | Pipe does not allow water to exit other than at the outlet. |
| **Structure** | Basin leaks | Holes or breaks in the basin allow water to leave the basin at locations other than per design. | Basin is sealed and allows water to exit only where designed. |
| **Filter Media** | Filter media plugged | Filter media is plugged. | Flow through filter media is normal. |
| **Inspection** | Frequency | Annually and prior to and following significant storms. | Inspect drywell system for any defects of deficiencies. |

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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 25 day of September 2026

**Grantors:**

Signature(s): _____ _____

Printed Name(s): James Moran _____

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

_____ _____

Accepted and approved for the City of Anacortes:

Signature: _____ Date: 9-25-26

City of Anacortes Director of Planning and Community Development Services



Grantor's Initials: _____

STATE OF WASHINGTON )
) ss
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that James B Mann is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Executing Member of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

JENNIFER GAYE TOTTENHAM NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 20118475 9-26-28

Dated: September 25, 2026

(Signature)
NOTARY PUBLIC
Jennifer G Tottenham
Print Name of Notary
My appointment expires: 9/26/28



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