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Skagit County Auditor

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

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

MIDD62

Drainage Facility Maintenance Covenant

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

- 1. Allen Family Investments, LLC
- 2.
- 3.

Grantee: City of Anacortes, hereinafter referred to as the **City**, a Municipal Corporation under the Laws of the State of Washington.

Legal Description of property encumbered by covenant:
Abbreviated:

Common Name of the Development of the property encumbered by covenant: Lot A of BLA AF#201612200069

(if applicable, insert tot, Block, Plat Name), and/or as described in Exhibit(s) A

Located in NE ¼ of the NW ¼ Sec. 24, Twp. 35 N., Rge. 1 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: P58013

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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 Exhibit A and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant inure to Grantor, 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 the general public. The City requires this covenant to protect private and public property, private and public drainage infrastructure.

Grantor in consideration of final inspection approval and occupancy permit of the duplex located at 1211 and 1213 H Avenue, relating to the real property described in Exhibit A and in consideration of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby covenants accept stormwater runoff from public alley right of way into private parking area and, to perform regular maintenance in accordance with applicable regulations and City of Anacortes Engineering Standards 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. As the raised thickened edge asphalt section was not installed across the access to the onsite parking lot per the civil construction plans prepared by Ravnik and Associates, Inc dated January 25, 2017 for the "H" Avenue Duplexes - Lot "A", stormwater runoff from the alley in Block 4, "Monk's First Queen Anne Addition to Anacortes", will have the perpetual right to flow across the surface of the parking lot to Catch Basin #3 as identified on said civil plans, until such time as an alternate design for drainage for the subject property is submitted and approved by the City. The Grantor agrees that City shall not be held liable for any damage resulting from, or associated with, stormwater runoff entering the subject property from said alley.

2. 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 facility.

3. If the City inspection determines that maintenance is not being performed, the City 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 City shall have the right to perform or contract with others to perform it at the sole expense of the Grantor. If the City 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. 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. Overdue payments will require payment of interest at the maximum legal rate allowed by RCW 19.52.020 (currently twelve percent 12%)

4. 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 facility or the maintenance thereof. Grantor agrees to defend, indemnify and 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 facility.

5. 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 Grantor as provided in RCW 4.56.190.

6. Grantors, or their successors in interest, shall obtain written approval from the City prior to performing any alterations or modifications to the drainage facilities referenced in the covenant.

7. 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.

8. In the event that the grantors, heirs and or assigns at some future date alter the property to follow the original design for the driveway entrance to the rear alley parking lot that prohibits water from flowing from the alley onto the grantor's property; the city shall record a release of drainage facility maintenance covenant to release grantor from the obligations laid out herein.

Executed this 17th day of AUGUST 2017

Grantors:

Signature(s): TH Call

Printed Name(s): THOMAS L. ALLEN

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

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