

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Snohomish City Clerk

116 Union Ave

Snohomish, 98290



**DECLARATION OF COVENANT AND GRANT OF EASEMENT
For Stormwater Best Management Practices**

Grantor(s): Dylan Muzzy

Grantee: City of Snohomish

Tax Parcel ID No.: 00444000201000

Property Address: 225 Cedar Avenue

Legal Description:

LOT 10, BLOCK 2, E.C. FERGUSON'S FIRST ADDITION TO SNOHOMISH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 15, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

IN CONSIDERATION of the surface water improvements constructed under City of Snohomish Permit No. TBD relating to the real property described legally described above ("Property"), the Grantor, the owner in fee of the Property, hereby covenants with the Grantee, City of Snohomish, a political subdivision of the state of Washington ("City of Snohomish"), the he/she/they will observe, consent to, and abide by the conditions and obligations set forth herein with regard to the Property and hereby grants an access easement over the portions of the Property to the City of Snohomish for the purposes described herein.

THEREFORE, the Grantor hereby grants, covenant, and agree as follows:

1. The Grantor or his/her/their successor in interest and assigns shall at their own cost, operate, maintain, and keep in good repair the Property's stormwater facilities and/or best management practices ("BMPs") shown on the approved "SITE PLAN" for the property attached hereto as Exhibit A.
2. The City of Snohomish shall have a perpetual access easement over those portions of the Property for the sole purpose of performing inspection and/or monitoring of the stormwater facilities and BMPs and conducting any maintenance or repair activity specified in this Declaration of Covenant.
3. If the City of Snohomish determines that maintenance or repair work is required to be done to any of the stormwater facilities or BMPs, the Public Works Director for the City of Snohomish shall give written notice of the specific maintenance and/or repair work required. In this written

notice, the City shall set a reasonable time in which such work is to be completed by the Grantor(s). If the required work is not completed within the time set by the City, the City may perform the required work. Written notice will be sent to the Grantor stating the City's intention to perform the required work. Such notice shall state that the City will not commence any work until at least seven (7) days after mailing of the notice. If, within the sole discretion of the Public Works Director for the City of Snohomish, there exists an imminent or present danger to the public health, safety or welfare, or the environment, the Grantor hereby waives the seven (7) day notice period and the required work may begin immediately.

4. The Grantor shall assume all responsibility for the cost of any maintenance or repair work completed by the City. Such responsibility shall include reimbursement to the City within thirty (30) days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the prime rate at the time of the work plus two (2) percent as liquidated damages.
5. The Grantor is hereby required to obtain written approval from the Planning and Community Development Services Director of the City of Snohomish prior to performing any alterations or modifications to the stormwater facilities and/or BMPs, except for performance of routine landscape maintenance.
6. Any notice or consent required to be given or otherwise provided for by the provisions of this Declaration of Covenant and Grant of Easement shall be effective upon personal delivery, or three (3) days after mailing by Certified mail, return receipt requested, whichever occurs sooner.
7. This Declaration of Covenant and Grant of Easement is intended to promote the efficient and effective management of surface water drainage on the Property, and it shall inure to the benefit of all the citizens of Snohomish, its successors and assigns. This Declaration of Covenant and Grant of Easement shall run with the land and be binding upon Grantor, and Grantor's successors in interest and assigns.
8. This Declaration of Covenant and Grant of Easement may be terminated by execution of a written agreement by Grantor and the City of Snohomish expressing their mutual agreement to terminate this Declaration of Covenant and Grant of Easement.

IN WITNESS WHEREOF, this Declaration of Covenant and Grant of Easement is executed this

____ day of _____, 20____.

GRANTOR:

By _____

By _____

Its _____

Its _____

STATE OF WASHINGTON)

) ss.

COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that _____ is the person(s) who appeared before me, and acknowledged that he/she/they signed and delivered this instrument as his/her/their free and voluntary act for the uses and purposes set forth.

Dated this ____ day of _____, 20____.

Notary Public in and for the State of Washington,

Residing at _____

My commission expires _____

Exhibit A

