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01/10/2000 01:32 PM Snohomish  
P.0006 RECORDED County

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Return Address  
Snohomish County Property Manager  
Administrative Annex  
3000 Rockefeller Ave  
Everett, WA 98201  
PDS Reference PFN 99-111804-000-cp

### Drainage Facility Maintenance Covenant

Grantor(s) hereinafter referred to as Grantor:

- 1 James Michael Whitaker
- 2
- 3

Grantee: **Snohomish County**, hereinafter referred to as **County**, a Political Subdivision under the Laws of the State of Washington

Legal Description of property encumbered by covenant:  
Abbreviated Sec 25 TWP 31 RGE 05 RT-6) E1/2 NW 1/4 NW1/4

*(if applicable, insert lot Block, Plat Name), and/or as described in Exhibit(s) " " (typically Exhibit A)*

Legal Description of area encumbered by covenant as described in Exhibit(s)  
" " *(typically Exhibit B)*, as located in qtr / qtr Sec 25 Twp 31 N ,  
Rge 05 E 1/4 M

Reference Number(s) of documents assigned, released, or modified  
99-111804-000-CP

Assessor's Property Tax Parcel/Account Number(s) of property(s)  
encumbered by the drainage covenant 253105-2-004-0001

Grantor's Initials *JMW*

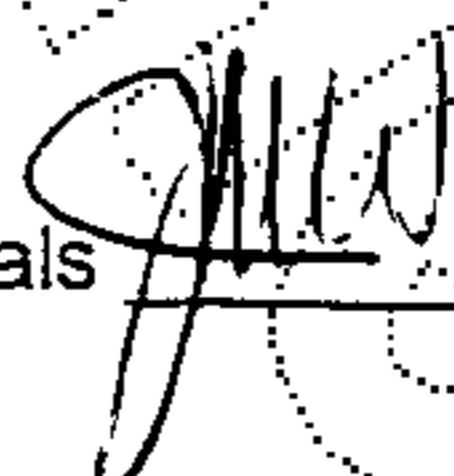
This covenant and equitable servitude is made by and between the Grantor and the County and constitutes the entire agreement between the parties. The rights and obligations of the Grantor and County shall inure to the benefit of and be binding upon their respective heirs, successors, and assigns. The Grantor agrees that this covenant touches and concerns the land described in Exhibit(s) \_\_\_\_\_ (typically Exhibit A) and shall run with the land.

The Grantor by the execution of this covenant acknowledges that the benefits of this covenant inure to the Grantor, downstream property owners, and the general public, and that the County 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 County 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.

The Grantor in consideration of mutual benefits, the approval of County development permit No. \_\_\_\_\_ relating to the real property described in Exhibit(s) \_\_\_\_\_ (typically Exhibit A), and other valuable consideration, receipt of which is hereby acknowledged, hereby establishes this covenant to perform regular maintenance upon the drainage facilities installed, or to be installed, upon the Grantor's property. Regular maintenance shall include, at a minimum, annual inspection of the stormwater system. As applicable, the system shall include stormwater conveyance system pipes, ditches, swales, and catch basins; stormwater control and flow regulation ponds, vaults, pipes, or other retention, flow regulation or control structures, and water quality control measures.

The scope of this covenant and right of entry shall be adequate to provide for the access, inspection, and maintenance of stormwater drainage system, and shall be subject to the following terms and conditions:

1. The County 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.



2. The Grantor shall be notified if an inspection determines that maintenance is not being performed and shall be advised to perform the required maintenance within a reasonable time period. The County shall have the right to perform or contract others to perform required maintenance if the maintenance is not performed within a reasonable period by the Grantor after written notice by the County that maintenance will be performed by the County at the Grantor's expense. If the County determines within its sole discretion that an imminent or present danger exists, required maintenance and/or repair may begin immediately at the Grantor's expense without prior notice.

3. The County when exercising its maintenance rights shall endeavor to restore the premises to a neat and proper order. Obstructions or interferences that are removed by the County and in the sole opinion of the County reduce the ability to maintain the drainage facility shall not be restored. The Grantor holds the County, its officers, employees, and agents harmless from damage caused by the removal of vegetation or physical interferences from the drainage facility.

4. The County shall, when exercising the maintenance provisions of this covenant, have the right to file a lien on the property of the Grantor to collect reasonable maintenance costs, collection costs, interest at the current legal rate, and other costs incurred through legal action.

5. The Grantor covenants that they are the owners of the property described in Exhibit(s) \_\_\_\_\_ (typically Exhibit A), 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.

*JMW*

Granted this 6<sup>th</sup> day of December, 1999

Signature(s) James Michael Whitaker

Printed Name(s) James Michael Whitaker

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

Additional Signatures (if needed)

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

Accepted and approved  
for Snohomish County Executive and  
Snohomish County by

Joan M. Earl Date 1-5-00

**JOAN M. EARL  
Deputy Executive**

Approved as to Form

Patrick J. Downs Date 9.9.97

Attachments

Grantor's Initials

D-1  
JMW



(Individual form)  
STATE OF WASHINGTON )  
COUNTY OF Snohomish ) ss

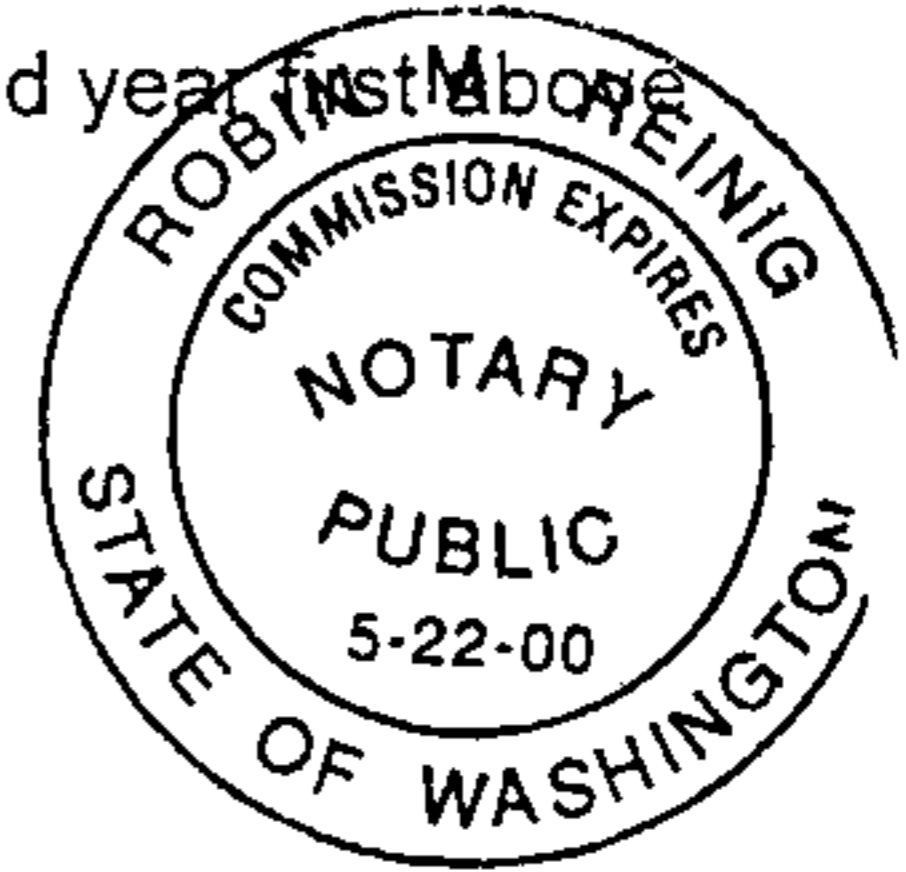
On this 6 day of December, 19 99  
before me the undersigned, a Notary Public in and for the State of Washington,  
duly commissioned and sworn, personally appeared James Michael  
Whitaker

to me known to be the individual(s) that executed the foregoing instrument, and  
acknowledged that said instrument to be (his) her or their) free and voluntary act  
and deed, for the uses and purposes therein mentioned, and on oath stated  
that he were authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above  
written

Signature

Printed or Typed Name Robin M. Reinig



My appointment expires on 5/22/00

(Corporate form)  
STATE OF WASHINGTON )  
COUNTY OF ) ss

On this day of 19  
before me the undersigned, a Notary Public in and for the State of Washington,  
duly commissioned and sworn, personally appeared  
and

to me known to be the (President) and of

the corporation that executed the foregoing instrument, and acknowledged the  
said instrument to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated that  
authorized to execute the said instrument and that the seal affixed is the  
corporate seal of said corporation

Witness my hand and official seal hereto affixed the day and year first above  
written

Signature.

Printed or Typed Name

My appointment expires on

200001100453

Attachment 1

Land Use Building / 99-111804 CP

Project # 98-101173 / 99-111804 CP Applicant: JAMES MICHAEL WHITAKER  
Site Address. 8620 172nd St. NE Arlington, WA 98223  
Tax Account #: 253105-2-004-0001

Legal Description:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 31 NORTH, RANGE 05 EAST W.M., EXCEPT COUNTY ROAD SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Additional legal description is on page \_\_\_\_ of document

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