

**COVENANTS, RIGHT OF ENTRY, BOND
AND ASSIGNMENT FORMS
COVENANTS**

Maintenance Covenants

Whenever storm drainage facilities are to be maintained privately, a covenant stating the property owners' specific maintenance responsibilities must be recorded against title of the property.

Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on the approved drainage plans. No encroachment will be placed within the easements shown on the approved drainage plan which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under Auditor's file number _____.

Penalties for Failure to Maintain

In the event the Property Owner (or successors), in the judgment of the City, fails to maintain drainage facilities within the site, or if the Property Owner or successors willfully or accidentally reduce the capacity of the drainage system or render any part of the drainage system unusable, the Property Owner or successors agree to the following remedy: After 30 days notice by registered mail to the Property Owner or successors, the City may assess financial penalties and /or initiate enforcement proceedings. In the event the City determines the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the City will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, the City will bill the owners of the facility for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by the City, including attorney's fees and expert's fees should legal action be required to collect such payments, shall be borne by the Property Owner or successors.

**Right of Entry Agreement to Allow
City Staff Entry to Perform
Inspections, Monitoring, Corrective Actions, and Construction**
(Individual and Representative)

Grantor and Grantee: For purposes of this Agreement and for indexing by the Snohomish County Auditor as required by R.C.W. Ch. 65.04, the parties to this agreement are _____, **Grantor(s)**, and City of Edmonds, **Grantee**.

Legal Description of Property: (Note: include abbreviated legal description if complete legal will not fit here and reference to where complete legal can be found.)

Assessor Parcel No(s): _____

A. Recitals

1. Grantor is the owner of certain real property in Edmonds, Washington, described above and referred to in this agreement as "the subject property".
2. Grantor is applying for: _____ Permit(s)/approval(s) associated with the development of a proposed project on the subject property. The permit numbers are: _____.
3. Grantor acknowledges that there may be additional permits/approvals required prior to completion of the proposed project such as but not limited to: site development permits, final plat approval, wetland permits, etc. Grantor acknowledges that this right of entry agreement applies to all permits/approvals related to the proposed project even if the permits/approvals occur after the execution of this agreement.
4. In conjunction with the Grantor's proposed project referenced in Section A.2 above, the Grantor agrees to allow City of Edmonds staff and its representative's access in accordance with Section B below.

B. Access

1. Grantor hereby grants to City of Edmonds staff and its representatives access to the subject property for the purpose of inspection and monitoring.
2. Grantor further grants to City of Edmonds staff and its representatives access to the subject property for the purpose of completing requirements that have been financially guaranteed, such as but not limited to: site stabilization, completion of road and storm drainage construction, completion of conditions of approval, completion of mitigation measures, correcting defective work, and correcting defective facilities.
3. Nothing in this agreement grants the City the right to enter into any structure without the express consent of the property owner(s) or resident(s).
4. Life of Agreement. This agreement is temporary. It shall commence on the date of signing of this agreement and shall expire automatically when the City deems that all necessary conditions of approval, permit requirements, ordinance requirements, financial guarantee requirements, monitoring periods, and mitigation measures have been fulfilled and the proposed project referenced in Section A.2 has been completed.

C. Successors and Assigns

This agreement is intended to protect the value and desirability of the subject property, to ensure that private roads and appurtenant drainage facilities are constructed and maintained according to approved designs. It shall run with the land and during the life of the agreement be binding on all parties having or acquiring any right, title, interest, or any part thereof, of the subject property, including the grantor, heirs,

successors and assigns. This agreement shall inure to the benefit of each present or future successor in interest of the subject property or any part thereof, or interest therein, and to the benefit of the citizens of Edmonds.

Dated this _____ day of _____, 20 _____.

_____ Signature	_____ Signature	_____ Signature
_____ Address	_____ Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip	_____ City, State, Zip

STATE OF WASHINGTON)
)
County of Snohomish)

Individual:

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and that said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Or

Representative:

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

Dated this _____ day of _____, 20 _____.

Signature

Print Name

Title

My Appointment Expires: