

## MEMORANDUM OF DRAINAGE CONTROL (MDC) INSTRUCTIONS

Submit the notarized original MDC to the DPD Drainage and Sewer counter when you get your side sewer permit for recording.

- **Do not write within the one-inch border**
- **Font size must be at least 8-point** (This is 8-point type)
- **Document must be single sided and the original copy (no faxes or copies).**
- **Do not attach a site plan**

Please refer to King County's [Document Formatting Requirements](#) for more information.

1. Pg. 1, "**Grantor**" - List the name(s) of all owners of the parcel or property where the Drainage Control Facility is located. List one name per numbered line. If you need more lines, mark the box and attach another page with the names of the additional owners. Number the additional attached page(s) as the last page of the document. On the first page fill in the number of the page on which the additional names of the Owners/Grantors is listed.
2. Pg. 1, "**Legal Description (Abbreviated)**" -Fill in the complete legal description of the property that the Grantor owns that is covered by this agreement. If there is not enough room for the complete legal description, abbreviate it, and mark the box for "additional legal description."
3. Pg. 1, "**Assessor's Tax Parcel ID NO(S)**" - Fill in the tax parcel number(s) (as shown on the tax assessors' statements) for all of the properties described above.
4. Pg. 1, "**Permit Street Address**" - Fill in the property address.
5. Pg. 1, "**Grantor's Address**" - Fill in the mailing address for the permit owner. This is the address where the recorded MDC will be mailed.
6. Pg. 2 - In the first blank space, insert the complete legal description of the property that the Grantor owns that is covered by this agreement. This legal description should be the same as on page 1 after "Grantor's Property:", unless the description on page 1 had to be abbreviated for space.
7. Pg. 2, - Fill in the **Building Permit #** that is associated with this drainage facility. The Side Sewer Permit # and date will be added by DPD staff.
8. Pg. 2 (#1), - Put a check mark in each box for each type of flow control or green stormwater infrastructure BMP to be included in the drainage control facility. If the property will have a type not listed, mark "other" and fill in the description.
9. Pg. 3 (#2): *This section is not applicable for most projects. This applies to projects with more than 5,000 sf of pollution generating hard surface which will go to the separated storm system.*

Put a check mark in each box for each type of stormwater treatment BMP to be located on the property. These are facilities that are required in order to treat stormwater going to the public storm system. This section is not applicable for most projects.

10. Pg. 3 (#3), *This section is not applicable for most projects and applies to the implementation of additional BMPs for all businesses and public agencies with specific pollution-generating activities that could result in pollutants entering receiving waters (i.e. outdoor storage facilities, gas stations, etc).*

Put a check mark in each box for each type of source control structure and associated activities located on the property.

11. Pg. 3, (#4) put a checkmark by any terms and/or limitations applicable to the drainage control plan for this property. If there are terms or limitations not listed, mark other and list them in the blank.
12. **Signatures, Acknowledgements and Notary pages.** Each owner of property covered by this Agreement must complete the signature page and have a notary notarize the signature.
- Individual Owners:
    - If the owners are individuals, each owner must complete one of the signature blocks on the signature page marked "Individual." There are two signature blocks per page; if there are more than two individual owners, print out and complete additional pages as needed. Number any additional pages to follow consecutively after the first signature page.
    - Print the owner's name and address on the lines labeled "Printed Name" and "Address."
    - Have a notary complete the notary block and notarize the document.
    - Number the signature page with the number following the number on the page containing the permit application numbers.
  - Entity Owners:
    - If any of the owners are entities rather than individuals, those owners must complete a signature block on the signature page entitled "CORPORATE , PARTNERSHIP, LIMITED LIABILITY COMPANY Or OTHER LEGAL ENTITY OWNER." Each entity owner must complete a signature block. There are two signature blocks per page; if there are more than two entity owners, print out and complete additional pages as needed. Number the additional pages to follow consecutively after the first entity signature page.
    - For each entity owner, enter the date the document is signed on the Date line and the name of the entity owner on the signature line.
    - Print the name of the entity Owner on the "Printed Name" line.
    - Fill in the Address of the entity owner above the Address line.
    - The person signing on behalf of the Owner should sign the line following "By:"
    - Print that person's name on the line labeled "Printed Name."
    - After "Its" indicate the title/authority of the person signing the document on behalf of the entity.
    - Have a notary complete the notary block and notarize the document.

When Recorded, Return to

**Department of Planning and Development**

700 5<sup>th</sup> Ave, Suite 1800

P.O. Box 34019

Seattle, WA 98124-4019

**MEMORANDUM OF DRAINAGE CONTROL  
(SMC 22.807.020)**

GRANTOR: 1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Additional Owners/Grantors on page \_\_\_\_\_

GRANTEE: The City of Seattle

LEGAL DESCRIPTION (ABBREVIATED):

Additional legal description on page 2.

**ASSESSOR'S TAX PARCEL ID NO(S).** \_\_\_\_\_

Permit Street Address \_\_\_\_\_

Application No. (by DPD staff): \_\_\_\_\_

Date (by DPD staff): \_\_\_\_/\_\_\_\_/\_\_\_\_

Grantor's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**MEMORANDUM OF DRAINAGE CONTROL  
(SMC 22.807.020)**

THIS Agreement is executed in favor of the City of Seattle (“City”) by the undersigned owner(s (“Grantor”) of the following described real property situated in City of Seattle, King County, State of Washington (the “Property”) (insert complete legal description):

In consideration of the City’s granting a permit for the drainage control facilities proposed by Grantor, and for the City’s allowing the connection thereof to the City’s drainage system if applicable, Grantor hereby agrees and covenants, pursuant to SMC 22.807.020, as follows:

On \_\_\_\_\_, 20\_\_\_\_\_, Side Sewer Permit # \_\_\_\_\_ and Building Permit # \_\_\_\_\_ were issued for the above described Property.

WHEREAS; the drainage control facilities permitted by said side sewer permit are the following and are key terms of the Property’s drainage control plan, which is documented in the drainage control plan drawing(s) as amended by the side sewer construction as-built record drawing(s) on file with the City of Seattle:

1. The following flow control best management practices (BMPs):

- Existing Trees
- Dispersion (downspout or sheet flow)
- Bioretention Cells/Planters
- Rainwater Harvesting
- Permeable Pavement Surfaces
- Permeable Pavement Facilities
- Green Roof
- Detention Cistern for a Single-Family Project
- Infiltration Basins
- Infiltration Trenches
- Dry wells
- Detention Pond
- Detention Pipe
- Detention Vault
- Surface Ponding
- Other (describe) \_\_\_\_\_

**MEMORANDUM OF DRAINAGE CONTROL  
(SMC 22.807.020)**

2. The following stormwater treatment BMPs:

- Pretreatment Facilities\_\_\_\_\_
- Biofiltration Swales
- Filter Strips
- Infiltration Basins, Trenches or Dry Wells
- Bioretention System
- Permeable Pavement Facilities
- Sand Filtration
- Wet Pond/Wet Vault
- Stormwater Treatment Wetland
- Oil Control Facilities: API / Coalescing Plate
- StormFilter Units
- Filterra Units
- Other (describe)\_\_\_\_\_

3. The following source control structures:

- Roof, Awning, Cover
- Ground Surface Treatment
- Sumps, Tanks
- Berms, Dikes
- Pavement
- Containment
- Washpad
- Other (describe)\_\_\_\_\_

to contain the following activities:

- Cleaning and Washing
- Material Transfer
- Product and Application
- Storage and Stockpiling
- Dust Control and Soil and Sediment Control
- Other: (describe)\_\_\_\_\_

4. and the following items, terms and/or limitations:

- catch basin(s), quantity \_\_\_\_
- submersible pump(s), quantity \_\_\_\_\_
- Roof leader connections
- Pipes with less than 2% grade
- Invert connection less than 12 inches above main sewer or drain
- Other (describe)\_\_\_\_\_

NOW THEREFORE; the Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to the following and hereby creates a covenant running with the land that shall be binding upon all parties and their heirs, successors and assigns forever:

The Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to and shall (1) inspect and maintain the above described drainage control facilities in accordance with the provisions of Seattle Municipal Code (SMC) Chapters 22.800 – 22.808 and any other provisions applicable to the facilities, as now and hereafter in effect, (2) implement the terms of the drainage control plan required by the SMC and (3) inform all future purchasers, successors and assigns of the existence of the drainage control facilities and other elements of the drainage control plan, the limitations of the drainage control facilities, and of the requirement for the facilities' continued inspection and maintenance; and

The obligations of Grantor and each of Grantor's heirs, successors and assigns under this Memorandum of Drainage Control shall terminate when that person, sells, devises or transfers the Property, or his or her interest therein, unless the obligation arises out of a claim of negligence or intentional act of that person. Further, recording of this Memorandum of Drainage Control as required herein shall satisfy the obligations to inform under subsection (3) above.

The Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, hereby grants permission for authorized representatives of the City of Seattle to enter onto the Property for inspection, monitoring, correction or abatement of conditions related to the Property's drainage control plan, drainage control facilities, Chapters SMC 22.800 – 22.808 or any other SMC provision applicable to drainage control, as now and hereafter in effect; and

The Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, (1) agrees and acknowledges that the City is not responsible for the adequacy or performance of the drainage control plan or the drainage control facilities, (2) agrees to accept any and all risks of harm, loss, or damage related to the drainage control plan or the drainage control facilities and (3) hereby waives any right to assert any and all present and future claims against the City, whether known or unknown, for any harm, loss or damage occurring either on or off the Property, related to the drainage control plan, the drainage control facilities, or drainage or erosion on the Property, except only for such harm, damages and losses that directly result from the sole negligence of the City.

This Memorandum of Drainage Control shall be recorded in the real estate records of the Office of Records and Elections of King County, Washington. If any provision of this Memorandum is held invalid, the remainder of the Memorandum is not affected.

**SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY**  
**(INDIVIDUAL—attach more pages if needed)**

Dated: \_\_\_\_\_

State of Washington )  
 ) ss  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Owner/Grantor

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

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Address

NOTARY PUBLIC in and for the State of  
Washington  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_



Use this space for Notary Seal

Dated: \_\_\_\_\_

County of \_\_\_\_\_ ) ss  
 )

\_\_\_\_\_  
Owner/Grantor

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

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Address

NOTARY PUBLIC in and for the State of  
Washington  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_



Use this space for Notary Seal

State of Washington )

**(CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY  
OWNER/OTHER LEGAL ENTITY OWNER—attach more pages if needed)**

Date: \_\_\_\_\_

State of Washington )  
 )ss  
County of \_\_\_\_\_ )

Owner/Grantor

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of \_\_\_\_\_ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed Name

Address

Date: \_\_\_\_\_

By \_\_\_\_\_

NOTARY PUBLIC in and for the State of  
Washington  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

Printed Name

Its \_\_\_\_\_



Use this space for Notary Seal

Date: \_\_\_\_\_

State of Washington )  
 )ss  
County of \_\_\_\_\_ )

Owner/Grantor

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of \_\_\_\_\_ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed Name

Address

Date: \_\_\_\_\_

By \_\_\_\_\_

NOTARY PUBLIC in and for the State of  
Washington  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

Printed Name

Its \_\_\_\_\_



Use this space for Notary Seal