

1 Return document to: Douglas County Storm Water Utility
2 Douglas County TLS
3 140 19th Street NW
4 East Wenatchee, WA 98802
5
6 Document Title: Declaration of Storm Water System Maintenance Covenants
7 Related Documents:
8 Grantor:
9 Grantee: Douglas County
10 Legal Description:
11 Parcel Numbers(s):
12
13
14

15 **DECLARATION OF STORM WATER SYSTEM MAINTENANCE COVENANTS**
16 **FOR [Project Name]**

17
18 The Grantors, Owners and Developers of [Project Name], hereby declare and agree
19 as follows:
20

- 21 1. The Grantors are the Owners and Developers of the following described real
22 property located at Douglas County, Washington:

23
24 **[Enter or attach]**
25

26 The Grantors are developing the real property for commercial use.
27

- 28 2. The Grantors have designed and constructed a private storm water drainage system
29 to serve the above real property in accordance with the plans Grantors have filed
30 with Douglas County. The approved plans are attached hereto as **Exhibit A**.

- 31
32 3. The Grantors agree to maintain the storm water drainage system as originally
33 designed, and in accordance with the Douglas County Code and the specifications
34 attached hereto as **Exhibit B**. The Grantors shall not reduce, expand or otherwise
35 modify the design or operation of the storm water drainage system without first
36 obtaining review by and written approval of Douglas County.
37

- 38 4. If in the future the Grantors apply for and obtain approval to subdivide the above
39 described real property, the Grantors agree to implement a long-term funding
40 mechanism to support operation, maintenance, repairs and improvements required
41 for proper functioning of the private storm water drainage system as a condition of
42 approval. Such funding mechanism shall be implemented by creation of an Owner's
43 Association by further declarations and covenants binding upon the real property
44 described above, all lots within the above development and Grantors' purchasers,
45 successors and assigns.
46

- 1 5. The Grantors agree to maintain logs of inspection and maintenance activities for the
2 storm water drainage system and to submit copies of the logs to Douglas County not
3 less than once each calendar year.
4
- 5 6. All inspection and maintenance logs, and other documents and records pertaining to
6 the storm water drainage system shall, upon request, be made available to Douglas
7 County and any other agencies having jurisdiction for inspection and copying.
8
- 9 7. Douglas County shall have the right to enter the above-described real property for
10 the purpose of inspecting the condition and/or maintenance of the storm water
11 drainage system and/or to determine the Grantors' compliance with these
12 Covenants. The Grantors agree to fully comply with all written notices of corrective
13 action issued by Douglas County and other agencies having jurisdiction. If the
14 Grantors fail to fully and timely comply as required by a written notice of corrective
15 action, then Douglas County may enter the above-described property to perform all
16 work necessary to fully complete repairs and maintenance to the storm water
17 drainage system or otherwise bring the system into compliance with these
18 Covenants. The Grantors agree to pay all costs and expenses incurred by Douglas
19 County for such repairs and maintenance, including the cost of personnel,
20 equipment and materials and Douglas County's contractors.
21
- 22 8. The Grantors hereby waive any and all claims for damages against Douglas County
23 arising from the design, construction, inspection, repair and/or maintenance of the
24 storm water drainage system. The Grantors agree to indemnify, defend and hold
25 Douglas County harmless from any and all claims arising from the design,
26 construction, inspection, repair and/or maintenance of the storm water drainage
27 system.
28
- 29 9. These Covenants shall continue in perpetuity.
30
- 31 10. The covenants shall run with the land described above and shall be binding on all
32 Grantors' purchasers, successors and assigns.
33

34 DATED this _____ day of _____, 20____.

35
36 OWNERS

37
38
39 Date: _____

_____ [Name/Title]

40
41
42
43 Date: _____

_____ [Name/Title]

44
45
46 DEVELOPER
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Date: _____
[Name/Title]

Date: _____
[Name/Title]

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that [Name(s)] signed this instrument and acknowledged it to be their/his/her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this _____ day of _____, 20__.

By: _____
Notary Public residing at _____
My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that [Name] is the [Title] of [Entity Name] and signed this instrument and acknowledged it to be its free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this _____ day of _____, 20__.

By: _____
Notary Public residing at _____
My Appointment Expires: _____

