

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 [Plat Name]**

17
18 The Grantors, Owners and Developers of [Plat Name], hereby declare and agree as
19 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 intend to sell the lots created by approval of [Plat Name].
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. The Grantors agree to implement a long-term funding mechanism to support
39 operation, maintenance, repairs and improvements required for proper functioning of
40 the private storm water drainage system. Such funding mechanism shall be
41 implemented by creation of an Owner's Association by further declarations and
42 covenants binding upon the real property described above, all lots within the above
43 development and Grantors' purchasers, successors and assigns.
44
45 5. The Grantors agree to maintain logs of inspection and maintenance activities for the
46 storm water drainage system and to submit copies of the logs to Douglas County not
47 less than once each calendar year.
48

6. All inspection and maintenance logs, and other documents and records pertaining to the storm water drainage system shall, upon request, be made available to Douglas County and any other agencies having jurisdiction for inspection and copying.
7. Douglas County shall have the right to enter the above-described real property for the purpose of inspecting the condition and/or maintenance of the storm water drainage system and/or to determine the Grantors' compliance with these Covenants. The Grantors agree to fully comply with all written notices of corrective action issued by Douglas County and other agencies having jurisdiction. If the Grantors fail to fully and timely comply as required by a written notice of corrective action, then Douglas County may enter the above-described property to perform all work necessary to fully complete repairs and maintenance to the storm water drainage system or otherwise bring the system into compliance with these Covenants. The Grantors agree to pay all costs and expenses incurred by Douglas County for such repairs and maintenance, including the cost of personnel, equipment and materials and Douglas County's contractors.
8. The Grantors hereby waive any and all claims for damages against Douglas County arising from the design, construction, inspection, repair and/or maintenance of the storm water drainage system. The Grantors agree to indemnify, defend and hold Douglas County harmless from any and all claims arising from the design, construction, inspection, repair and/or maintenance of the storm water drainage system.
9. These Covenants shall continue in perpetuity.
10. The covenants shall run with the land described above and shall be binding on all Grantors' purchasers, successors and assigns.

DATED this _____ day of _____, 20____.

OWNERS

Date: _____

 [Name/Title]

Date: _____

 [Name/Title]

DEVELOPER

Date: _____

 [Name/Title]

