

**When Recorded Please Return to:**

Dana Barnard, City Clerk  
City of East Wenatchee  
271 9<sup>th</sup> Street NE  
East Wenatchee, WA 98802

The information contained in this boxed section is for recording purposes only in accordance with RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purposes, and shall not affect the intent of or any warranty contained in the document itself.

Document Title: Declaration of Storm Water System Treatment Facility Maintenance Restrictions and Covenants  
Reference Number of Documents Released: N/A  
Reference Numbers of Related Documents: 3153106  
Grantor: DB WENATCHEE LLC  
Grantee: City of East Wenatchee  
Legal Description (Abbreviated): TAX 173 IN SWSW; A/K/A PCL A OF BLS #3153106. Full legal on page 4.  
Parcel Number(s): 22201230050

**DECLARATION OF STORM WATER SYSTEM TREATMENT FACILITY  
MAINTENANCE RESTRICTIONS AND COVENANTS**

Grantors declare and covenant as follows:

1. Grantors incorporate all exhibits attached to this Declaration by reference.
2. The City of East Wenatchee is the beneficiary of all conditions and restrictions set forth in this Declaration.
3. Grantors own real property located at 685 Grant Road, East Wenatchee, Washington. The legal description of the property is set forth in the attached Exhibit A.
4. In relation to the property, Grantors have completed work associated with the project identified as East Wenatchee File # BP 1577.
5. As a condition of development, Grantors have designed and constructed a private storm water drainage system ("System") to serve the real property. To ensure the System functions as designed, the design engineer has prepared an operation and maintenance manual (attached as Exhibit B) in accordance with the requirements of the East Wenatchee Municipal Code.
6. Likewise, to ensure the System functions as designed, Grantors are perpetually responsible for the maintenance and repair of the System.
7. Grantors will inspect, maintain, and repair the System in accordance with the requirements of the East Wenatchee Municipal Code, with the operation and maintenance manual, and with the plans that are attached as Exhibit B.

8. The Grantors shall not reduce, expand or otherwise modify the design or operation of the System without first obtaining review by and written approval from the City of East Wenatchee
9. Grantors shall maintain the records of the installation of the System. Likewise, Grantors shall make records of all maintenance and repairs done on the System. Grantors shall retain these records for at least five years. Grantors agree to submit copies of these records to the City by December 1 of each year. Grantors will also make these records available to the City within five day upon receiving a written request from the City or any other agency having jurisdiction.
10. If the Grantors receive prior, written approval from the City to subdivide the property, Grantors agree to implement a long-term funding mechanism to support the continued inspection, maintenance, and repair of the System. The Grantors shall implement such a funding mechanism by creating an Owner's Association by further declarations and covenants binding upon the real property, binding upon all subdivided lots, and binding upon any purchasers of a subdivided lot, and binding upon Grantors' successors and assigns.
11. To inspect the condition of the System, the City has the right to enter the real property at reasonable times and with reasonable notice. The Grantors agree to fully comply with all written notices of corrective action issued by the City or by any agency with jurisdiction.
12. If the Grantors fail to fully and timely comply as required by a written notice of corrective action, then the City, or any agency with jurisdiction, may enter the real property to perform all work necessary to bring the System into compliance with these Covenants. The Grantors agree to pay all costs and expenses incurred by the City, or any agency with jurisdiction, for such repairs and maintenance. These costs include, but are not limited to: the cost of personnel or contractors, the cost of equipment, the cost of any design and engineering, and the cost of materials. The City will bill Grantors for all costs associated with any remedial work done by the City. Measured from the time the remedial work is completed, the City will charge interest (as allowed by law) and will place a lien on the property for any unpaid costs.
13. Grantors waive any and all claims for damages against the City arising from the design, construction, inspection, repair and/or maintenance of the System.
14. Grantors agree to indemnify, defend and hold harmless the City from any and all claims arising from the design, construction, inspection, repair or maintenance of the System.
15. Unless Grantors receive prior, written approval from the City, the Grantors may not amend or modify the restrictions and conditions set forth in this Declaration.
16. If one of the parties initiates legal action to enforce the terms of this Declaration, each party shall bear its own costs, attorney's fees, expert fees, and other fees.
17. The law of the State of Washington governs the interpretation and enforcement of this Declaration. Any dispute regarding the interpretation or enforcement of this Declaration shall be resolved by the Douglas County Superior Court.

18. The conditions and restrictions contained in this Declaration, along with the City's right to enforce them, are covenants that run with the real property in perpetuity. Accordingly, the conditions and restriction contained in this Declaration apply and are forever binding upon Grantors, heirs, executors, administrators, subsequent purchasers, grantees, or assigns.
19. If the Douglas County Superior Court determines that any provision of this Declaration is illegal, invalid or unenforceable, the remaining provisions of the Declaration will remain in full force and effect

**Grantee - CITY OF EAST WENATCHEE**

BY:

[Signature]  
 Steven C. Lacy, Mayor

ATTEST:

Dana Barnard  
 City Clerk Dana Barnard

**Grantor**

[Signature]

Date: 8/2/16

Date: 8/4/16

**CERTIFICATE OF ACKNOWLEDGMENT**

State of WA }  
 County of Douglas }

ss.

On this day personally appeared before me James A Crocker to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 2nd day of August, 2016.



By: Dana Barnard  
 Notary Public residing at Chelan Co  
 My Appointment Expires: 5/21/18

**CERTIFICATE OF ACKNOWLEDGMENT**

State of WA }  
 County of Douglas }

ss.

On this day personally appeared before me Steven C. Lacy to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 4th day of August, 2016.



By: Dana Barnard  
 Notary Public residing at Chelan Co.  
 My Appointment Expires: 5/21/18

Exhibit A  
Legal Description

THE DISTANCES OF THIS DESCRIPTION ARE IN GRID. MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000021800 TO DERIVE GROUND DISTANCES.

A PORTION OF LAND LOCATED IN THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 89°48'09" EAST FOR A DISTANCE OF 439.89 FEET; THENCE NORTH 00°39'45" WEST FOR A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°48'09" EAST A DISTANCE OF 123.83 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 89°48'09" EAST FOR A DISTANCE OF 52.19 FEET; THENCE BEARING NORTH 00°39'45" WEST A DISTANCE OF 247.39 FEET; THENCE NORTH 89°45'53" WEST A DISTANCE OF 72.64 FEET; THENCE SOUTH 00°39'45" EAST A DISTANCE OF 117.43 FEET; THENCE SOUTH 89°48'09" EAST A DISTANCE OF 44.00 FEET; THENCE SOUTH 00°39'45" EAST A DISTANCE OF 55.52 FEET; THENCE SOUTH 89°20'15" WEST A DISTANCE OF 18.00 FEET; THENCE SOUTH 00°39'45" EAST AS DISTANCE OF 16.00 FEET; THENCE SOUTH 08°51'46" WEST A DISTANCE OF 33.61 FEET; THENCE SOUTH 00°39'45" EAST A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B  
Operations and Maintenance Manual

**11.1 Objective:**

Inadequate maintenance or improper operation is a common cause of failure for stormwater facilities. To ensure the stormwater control facilities are adequately maintained and properly operated, the owner shall plan for and perform appropriate preventive maintenance and performance checks at regular intervals.

**11.2 Guidelines:**

The owner shall operate and maintain the facilities in accordance with as Operation and Maintenance (O&M) plan that is prepared in accordance with the provisions in Chapter 6 of the Stormwater Management Manual for Eastern Washington (Stormwater Manual). This section of this report is intended to provide the basis for the O&M plan. The O&M plan shall address all proposed stormwater facilities and BMPs, and identify the owner responsible for maintenance and operation. A copy of the plan shall be retained onsite or within reasonable access to the site, and shall be transferred with the property to the any new owner. A log of maintenance activity that indicates what actions were taken shall be kept and be available for inspection by the local jurisdiction.

**11.3 Supplemental Guidelines:**

The description of each BMP in Chapter 5, 6, and 7 of the Stormwater Manual includes a section on maintenance. Chapter 6 includes a schedule of maintenance standards for drainage facilities to be constructed on the project site. See attached maintenance requirements.

**11.4 Maintenance Criteria:**

**A. Infiltration Pond:**

- a. Provision should be made for regular and perpetual maintenance of the infiltration pond, including replacement and/or reconstruction of the treatment infiltration medium. Maintenance should be conducted when water remains in the pond for more than 72 hours or overflows the pond. An O&M plan, approved by the local jurisdiction, should ensure maintaining the desired efficiency of the infiltration facility.
- b. Debris/sediment accumulation – Removal of accumulated debris/sediment in the pond should be conducted every 6 months or as needed to prevent clogging, or when water remains in the pond for greater than 72 hours.

- c. The treatment soil should be replaced or amended as needed to ensure it is maintaining adequate treatment capacity.
- d. See Stormwater Manual Appendix 6A for additional maintenance requirements.
- e. Written record of all inspections and maintenance should be kept.

**B. Catch Basins and Drain Pipes:**

- a. Provision should be made for regular and perpetual maintenance of the catch basins and drain pipe.
- b. See Stormwater Manual Appendix 6A for maintenance requirements.
- c. Written record of all inspections and maintenance should be kept



### Maintenance Requirements for Infiltration Ponds

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
<b>General</b>	Trash & Debris	See "Detention Ponds".	See "Detention Ponds".
	Poisonous/Noxious Vegetation	See "Detention Ponds".	See "Detention Ponds".
	Contaminants and Pollution	See "Detention Ponds".	See "Detention Ponds".
	Rodent Holes	See "Detention Ponds".	See "Detention Ponds".
<b>Storage Area</b>	Sediment	Water ponding in infiltration pond after rainfall ceases and appropriate time allowed for infiltration.  (A percolation test pit or test of facility indicates facility is only working at 90% of its designed capabilities. If two inches or more sediment is present, remove).	Sediment is removed and/or facility is cleaned so that infiltration system works according to design.
<b>Filter Bags (if applicable)</b>	Filled with Sediment and Debris	Sediment and debris fill bag more than 1/2 full.	Filter bag is replaced or system is redesigned.
<b>Rock Filters</b>	Sediment and Debris	By visual inspection, little or no water flows through filter during heavy rain storms.	Gravel in rock filter is replaced.
<b>Side Slopes of Pond</b>	Erosion	See "Detention Ponds".	See "Detention Ponds".
<b>Emergency Overflow Spillway and Berms over 4 feet in height.</b>	Tree Growth	See "Detention Ponds".	See "Detention Ponds".
	Piping	See "Detention Ponds".	See "Detention Ponds".
<b>Emergency Overflow Spillway</b>	Rock Missing	See "Detention Ponds".	See "Detention Ponds".
	Erosion	See "Detention Ponds".	See "Detention Ponds".
<b>Pre-settling Ponds and Vaults</b>	Facility or sump filled with Sediment and/or debris	6" or designed sediment trap depth of sediment.	Sediment is removed.



### No. 5 – Catch Basins

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
General	Trash & Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by more than 10%.	No Trash or debris located immediately in front of catch basin or on grate opening.
		Trash or debris (in the basin) that exceeds 60% of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the debris surface to the invert of the lowest pipe.	No trash or debris in the catch basin.
		Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.
		Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
	Sediment	Sediment (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the sediment surface to the invert of the lowest pipe.	No sediment in the catch basin
	Structure Damage to Frame and/or Top Slab	Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch (Intent is to make sure no material is running into basin).	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab. Frame not securely attached	Frame is sitting flush on the riser rings or top slab and firmly attached.
	Fractures or Cracks in Basin Walls/ Bottom	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.
		Grout fillet has separated or cracked wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	Pipe is regouted and secure at basin wall.
	Settlement/ Misalignment	If failure of basin has created a safety, function, or design problem.	Basin replaced or repaired to design standards.
	Vegetation	Vegetation growing across and blocking more than 10% of the basin opening.	No vegetation blocking opening to basin.
		Vegetation growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation or root growth present.

### No. 5 – Catch Basins

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
	Contamination and Pollution	See "Wetponds" (No. 1).	No pollution present.
Catch Basin Cover	Cover Not in Place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is closed
	Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread.	Mechanism opens with proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. (Intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Ladder	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
Metal Grates (if Applicable)	Grate opening Unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
	Damaged or Missing.	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

### No. 6 – Debris Barriers (e.g., Trash Racks)

Maintenance Components	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier cleared to design flow capacity.
Metal	Damaged/ Missing Bars.	Bars are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Barrier replaced or repaired to design standards.
	Inlet/Outlet Pipe	Debris barrier missing or not attached to pipe	Barrier firmly attached to pipe

### Maintenance Requirements for Detention Ponds

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Trash & Debris	<p>Any trash and debris which exceed 5 cubic feet per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size garbage can). In general, there should be no visual evidence of dumping.</p> <p>If less than threshold all trash and debris will be removed as part of next scheduled maintenance.</p>	Trash and debris cleared from site.
	Poisonous Vegetation and noxious weeds	<p>Any poisonous or nuisance vegetation which may constitute a hazard to maintenance personnel or the public.</p> <p>Any evidence of noxious weeds as defined by State or local regulations. (Apply requirements of adopted Integrated Pest Management (IPM) policies for the use of herbicides).</p>	<p>No danger of poisonous vegetation where maintenance personnel or the public might normally be. (Coordinate with local health department)</p> <p>Complete eradication of noxious weeds may not be possible. Compliance with State or local eradication policies required</p>
	Contaminants and Pollution	<p>Any evidence of oil, gasoline, contaminants or other pollutants</p> <p>(Coordinate removal/cleanup with local water quality response agency).</p>	No contaminants or pollutants present.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired. (Coordinate with local health department and Ecology Dam Safety Office if pone exceeds 10 acre feet)
	Beaver Dams	Dam results in change or function of the facility.	<p>Facility is returned to design function.</p> <p>(Coordinate trapping of beavers and removal of dams with appropriate permitting agencies)</p>
	Insects	When insects such as wasps and hornets interfere with maintenance activities.	<p>Insects destroyed or removed from site.</p> <p>Apply insecticides in compliance with adopted IPM policies.</p>

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
	Tree Growth and Hazard Trees	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal, vactoring, or equipment movements). If trees are not interfering with access or maintenance, do not remove  If dead, diseased, or dying trees are identified  (Use a certified Arborist to determine health of tree or removal requirements)	Trees do not hinder maintenance activities. Harvested trees should be recycled into mulch or other beneficial uses (e.g., alders for firewood).  Remove hazard trees
<b>Side Slopes of Pond</b>	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.  Any erosion observed on a compacted berm embankment.	Slopes should be stabilized using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction.  If erosion is occurring on compacted berms a licensed civil engineer should be consulted to resolve source of erosion.
<b>Storage Area</b>	Sediment	Accumulated sediment that exceeds 10% of the designed pond depth unless otherwise specified or affects inletting or outletting condition of the facility.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Liner (If Applicable)	Liner is visible and has more than three 1/4-inch holes in it.	Liner repaired or replaced. Liner is fully covered.
<b>Pond Berms (Dikes)</b>	Settlements	Any part of berm which has settled 4 inches lower than the design elevation.  If settlement is apparent measure berm to determine amount of settlement.  Settling can be an indication of more severe problems with the berm or outlet works. A licensed civil engineer should be consulted to determine the source of the settlement.	Dike is built back to the design elevation.
	Piping	Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue.  (Recommend a Geotechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.	Piping eliminated. Erosion potential resolved.

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
<b>Emergency Overflow/Spill way and Berms over 4 feet in height</b>	Tree Growth	<p>Tree growth on emergency spillways create blockage problems and may cause failure of the berm due to uncontrolled overtopping.</p> <p>Tree growth on berms over 4 feet in height may lead to piping through the berm which could lead to failure of the berm.</p>	Trees should be removed. If root system is small (base less than 4 inches) the root system may be left in place. Otherwise the roots should be removed and the berm restored. A licensed civil engineer should be consulted for proper berm/spillway restoration.
	Piping	<p>Discernible water flow through pond berm. Ongoing erosion with potential for erosion to continue.</p> <p>(Recommend a Geotechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.</p>	Piping eliminated. Erosion potential resolved.
<b>Emergency Overflow/Spill way</b>	Emergency Overflow/ Spillway	<p>Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway.</p> <p>(Rip-rap on inside slopes need not be replaced.)</p>	Rocks and pad depth are restored to design standards.
	Erosion	See "Side slopes of Pond"	