

**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: AFN 3194538 and AFN 3185398  
Reference Numbers of Related Documents: N/A  
Grantor: GEORGE S. AND MARISA K. CHANG  
Grantee: City of East Wenatchee  
Legal Description (Abbreviated): A PORTION OF THE SW ¼ OF SECTION 12, TOWNSHIP 22 N. 20 E. W.M. FULL LEGAL ON PAGE 4.  
Parcel Number(s): 22-20-12-300-59, and 22-20-12-300-72

**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 684 3<sup>rd</sup> STREET NE, 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 # CUP2014-01 and Building Permit # BP1897.
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. Unless the Grantors receive prior, written approval from the City, the Grantors may not subdivide the real property.
11. 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.
12. 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.
13. 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 bile 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.
14. Grantors waive any and all claims for damages against the City arising from the design, construction, inspection, repair and/or maintenance of the System.
15. 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.
16. 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.
17. Grantors shall record this Declaration with each subsequent plat, short plat, or binding site plan covering the real property.
18. 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.
19. 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 by resolved by the Douglas County Superior Court.

20. 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.
21. 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:

Steven C. Lacy  
Steven C. Lacy, Mayor

ATTEST/AUTHENTICATED:

Dana Barnard  
City Clerk Dana Barnard

**Grantor**

George S. Chang  
George S. Chang

Marisa K. Chang  
Marisa K. Chang

Date: 4-1-15

Date: 4-1-15

**CERTIFICATE OF ACKNOWLEDGMENT**

State of Washington }  
County of Douglas } ss.

On this day personally appeared before me George S. Chang 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 1 day of April, 2015.

By: Alicia A Perkins  
Notary Public residing at East Wenatchee  
My Appointment Expires: 11-29-2016

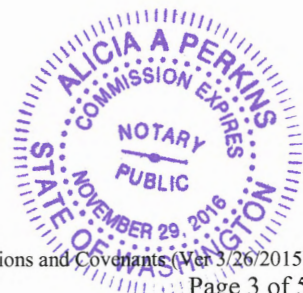


**CERTIFICATE OF ACKNOWLEDGMENT**

State of Washington }  
County of Douglas } ss.

On this day personally appeared before me Marisa K. Chang 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 1st day of April, 2015.

By: Alicia A Perkins  
Notary Public residing at East Wenatchee  
My Appointment Expires: 11-29-2016



**Exhibit A**  
**Legal Description**

The Westerly one-half of the following described tract of land:

A tract of land lying and located in the Southwest quarter of the Southwest quarter of Section 12, Township 22 North, Range 20 E W.M. more particularly described as commencing at the South quarter corner of said Section 12; thence running West along the South line of said Section a distance of 1,495 feet; thence North and parallel with the East boundary line of the Southwest quarter of the Southwest quarter of said Section 12, a distance of 1,322.6 feet, more or less to a point on the North line of the South half of the Southwest quarter of said Section 12, which is the true point of beginning; thence West along said line a distance of 230 feet; thence South 189.4 feet; thence East 230 feet; thence North 189.4 feet to the true point of beginning.

Source: Statutory Warranty Deed AFN#3175893

**Exhibit B**  
**Operation and Maintenance Program Manual and Plan Sheets 2 and 3**

### 3<sup>rd</sup> Street NE Storage Facility

## Stormwater Facility Operations & Maintenance Program

The facility-specific maintenance standards contained in this exhibit are intended to be conditions for determining if maintenance actions are required as identified through inspection.

The standards are not intended to be measures of the facility's required condition at all times between inspections. Exceedance of these conditions between inspections and/or maintenance does not automatically constitute a violation of these standards. However, based upon inspection observations, the inspection and maintenance schedules shall be adjusted to minimize the length of time that a facility is in a condition that requires a maintenance action.

**Frequency** – Inspections should be conducted every six months and after storm events.

### **Bioinfiltration/Retention & Infiltration Basins**

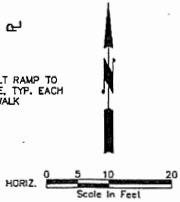
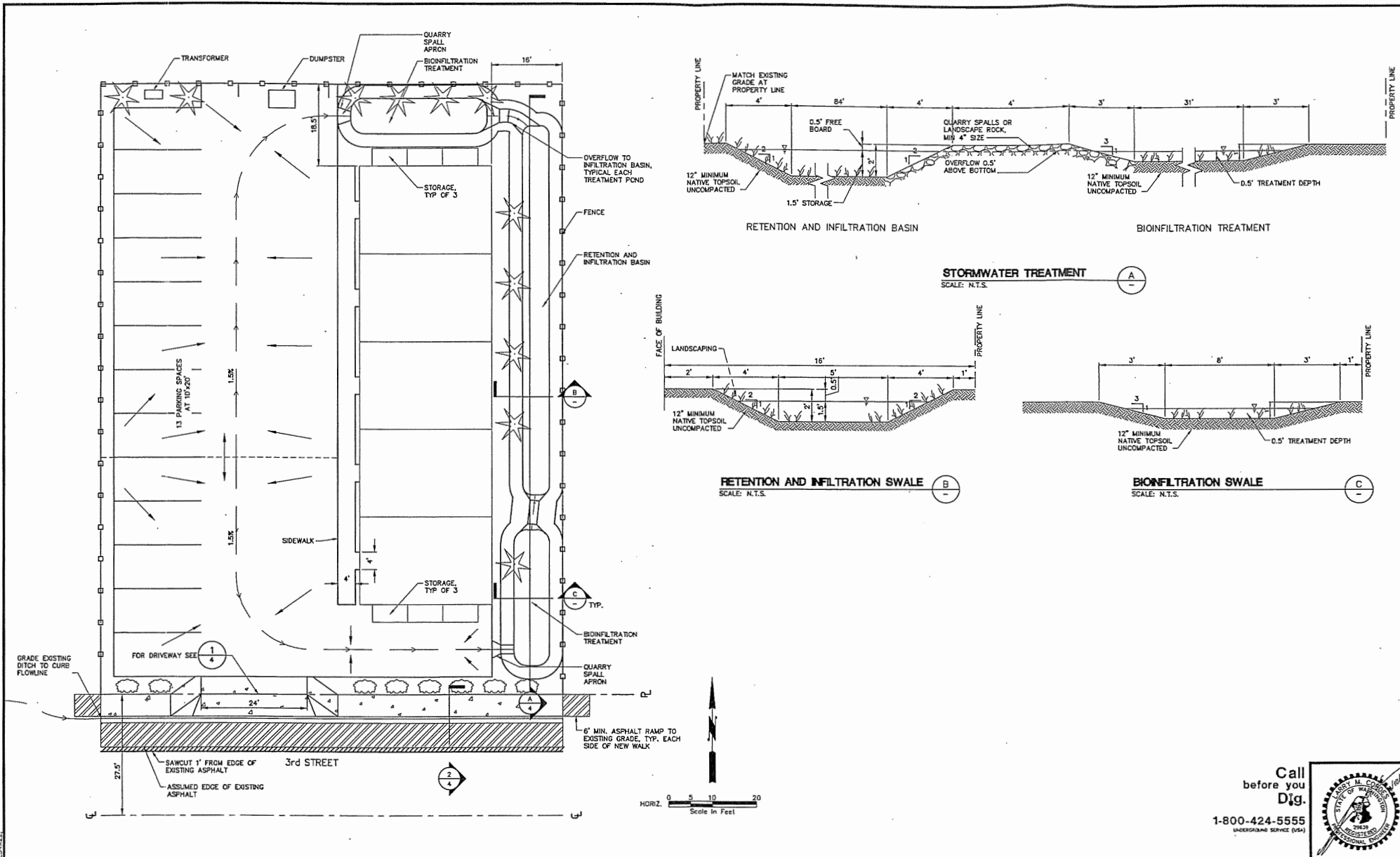
Maintenance Component	Defect	Conditions When Maintenance Needed	Results Expected When Maintenance Performed
General	Trash & debris	Trash and debris exceeds 1 cubic foot	Trash and debris removed
	Poisonous/noxious vegetation	Poisonous or noxious vegetation present within infiltration area.	Vegetation removed by pulling or spraying in accordance with local noxious weed control requirements
	Contaminants & pollution	Presence of any hazardous materials, petroleum products, or containers.	Hazardous materials removed and disposed of properly. Local and state authorities to be notified if hazardous materials spilled.
	Rodent holes	Any evidence of rodent holes discovered in basin berm.	Rodent destroyed and dam or berm repaired.
Storage Area	Sediment	Accumulated sediment exceeds 1 inch depth.	Sediment removed to designed pond depth and shape. Pond reseeded if necessary.

Exhibit B cont'd

Side Slopes of Basin	Erosion	Eroded damage over 2 inches deep or continued erosion expected.	Backfill erosion and reseed.
Overflow Weir	Tree growth	Tree growth appearing in berm.	Trees removed.
	Piping	Discernible water flow through basin berm.	Piping eliminated. Erosion potential resolved.

2 of 2

FILE NAME: P:\14402\14402.00 - CHANG - 3RD AVE STORAGE UNIT STORMWATER PLAN\CAD\DWG\14402\_PLAN.DWG  
 SAVE TIME: 4/10/2014 3:33:15 PM  
 USER: MALKIN, J  
 PLOT DATE: 4/10/2014 3:34:34 PM  
 PLOT FILE: PACE14402



DESIGNED	LMC				
DRAWN	KLS				
CHECKED	XX				
SYW		REVISION	DATE	BY	APP'D



104 East 9th Street  
 Wenatchee, WA 98801  
 p. 509.662.1762  
 Civil | Structural | Planning | Survey  
 www.paceengr.com

684 3rd STREET NE.  
 STORM DRAIN AND SIDEWALK IMPROVEMENTS

DATE: APRIL 2014  
 SCALE: SHOWN

3RD STREET NE STORM DRAIN AND SIDEWALK IMPROVEMENTS  
 PLAN AND SECTIONS

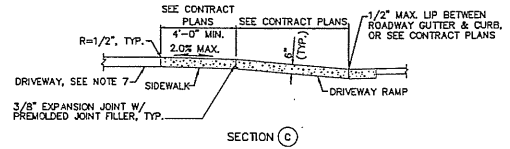
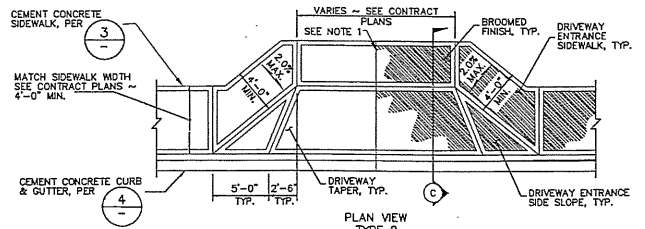


Call before you Dig.  
 1-800-424-5555  
 UNDERGROUND SERVICE (USA)

JOB NUMBER: 14402.00  
 DWG NAME: P\_14402\_PLAN  
 SHEET 2 OF 3



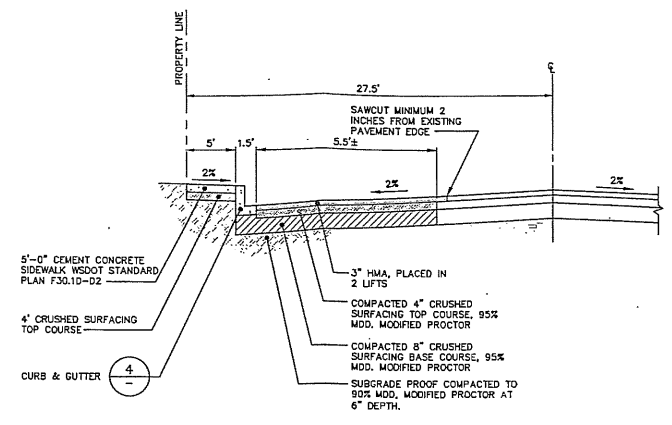
2 of 2



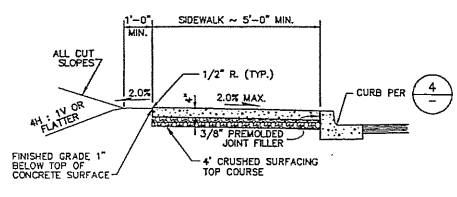
**CONCRETE DRIVEWAY DETAIL**  
SCALE: N.T.S. 1

LEGEND  
SLOPE IN OTHER DIRECTION

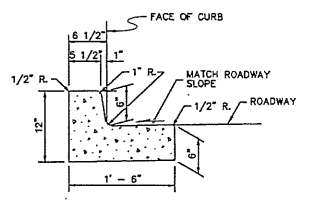
- NOTES
1. WHEN THE DRIVEWAY WIDTH EXCEEDS 15 FEET, CONSTRUCT A FULL DEPTH EXPANSION JOINT WITH 3/8" PREFORMED JOINT FILLER ALONG THE DRIVEWAY CENTERLINE.
  2. PARALLEL WITH THE CENTERLINE AS REQUIRED AT 15 FEET MAXIMUM SPACING WHEN DRIVEWAY WIDTHS EXCEED 30 FEET.
  3. AVOID PLACING DRAINAGE STRUCTURES, JUNCTION BOXES OR OTHER OBSTRUCTIONS IN FRONT OF DRIVEWAY ENTRANCES.
  4. WHERE "GRADE BREAK" IS CALLED OUT, THE ENTIRE LENGTH OF THE LINE BETWEEN THE TWO ADJACENT SURFACE PLANES SHALL BE FLUSH.
  5. THE CURB RAMP MAXIMUM RUNNING SLOPE SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15 FEET TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP GRADES. WHEN APPLYING THE 15 FOOT MAX. LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS FEASIBLE.



**ROADWAY SECTION**  
SCALE: N.T.S. 2



**SIDEWALK DETAIL**  
SCALE: N.T.S. 3



**CURB DETAIL**  
SCALE: N.T.S. 4

SCALE: N.T.S. P. 1402000 - CHANG - 3RD AVE STORAGE UNIT STORMWATER PLAN (C&D) SHEET 15V - 1402000.DWG  
DATE: 4/10/14 10:22 AM  
DRAWN: KLS  
CHECKED: XX  
SYN

DESIGNED	LMC				
DRAWN	KLS				
CHECKED	XX				
	SYM	REVISION	DATE	BY	APP'D



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Wenatchee, WA 98801  
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684 3rd STREET NE  
STORM DRAIN AND SIDEWALK IMPROVEMENTS

DATE	APRIL 2014
SCALE	SHOWN

3RD STREET NE STORM DRAIN AND  
SIDEWALK IMPROVEMENTS



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JOB NUMBER	14402.00
DWG. NAME: P_14402_D15	
SHEET	3 of 3