



Skagit County Auditor
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AFTER RECORDING, RETURN TO:
CHESTER T. LACKEY
900 Dupont Street
Bellingham, WA 98225-3105

Document Title: Declaration of Covenants, Conditions, Reservations and Restrictions for
Grantor: Bradley R. Paulson and Marjorie A. Paulson, husband and wife
Legal Description: Ptn S 1/2 NW 1/4 Sec 17 Twp 34N Range 4E WM
Tax Lot ID #: P25762

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS FOR THE PAULSON SHORT PLAT**

DECLARATION

The undersigned Declarants hereby certify and declare that the following covenants, conditions, reservations and restrictions shall endure and be binding upon the respective owners of each Lot within the Property, and further declare that all of the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, reservations, restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof. All of the following covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof.

1. DEFINITIONS

1.1 Short Plat. The Short Plat is the real property legally described as Lots 1 and 2 of the Paulson Short Plat, recorded under Skagit County Auditor's File No. 201404090025

1.2 Lot. Those lots, or any of them, created by the Short Plat.

1.3 Person. Any individual, firm, corporation, partnership, association, unincorporated association or other legal entity.

1.4 Owner. Any person holding either fee title or a vendees' interest under a Real Estate Contract as shown by the records of the Auditor of Skagit County, Washington, in a Lot.

1.5 Declarants. Bradley R. Paulson and Marjorie A. Paulson.

1.6 Common Property. (i) The Stormwater Facility; (ii) sign easement as described and shown on Exhibit "A" and improvements thereon; (iii) water system improvements for fire suppression located outside of the public right-of-way and within the Water Easement located on the Lots, including pipes, valves and a double check detector assembly as shown on Exhibit "A".

1.7 Improvements. Improvements shall mean and include, without limitation, any buildings, out-buildings, driveways, parking areas, fencing, retaining walls, sign, landscaping and other structures.

1.8 Association. A non-profit organization formed pursuant to this Declaration.

1.9 Board. The Board is the Board of Directors of the Paulson Short Plat Owners' Association.

1.10 Stormwater Facility. Those facilities constructed within the Short Plat, including pipes, detention structures, water quality facilities and all related structures and improvements that are used for the conveyance, detention and treatment of stormwater from the Short Plat.

2. EASEMENTS

2.1 Easements. The Declarant hereby grants, reserves and creates for the benefit of all Lots those easements shown on the Short Plat and Exhibit "A", and more particularly described in sections 2.2, 2.3, 2.4 and 2.5. The easements are subject to the limitations and restrictions set forth in this Declaration, including reasonable rules and regulations that may be imposed by the Associations for use of the easements.

2.2 Sign Easement. The Declarant hereby grants, reserves and creates for the benefit of the Lots a non-exclusive easement for the construction of a single monument sign within the area shown on Exhibit "A" and designated "Sign Easement". Each Lot shall have the right to fifty percent (50%) of available space on each sign panel, and each shall share equally in the cost of construction.

2.3 Drainage Easement. The Declarant grants, reserves and creates for the benefit of both Lots, a drainage easement over the entire Short Plat for the purpose of construction, replacement, repair and maintenance of the Stormwater Facility, including the right to direct surface water into the Stormwater Facility. The Stormwater Facility is designed to allow ninety percent (90%) of the Short Plat to be covered with impervious surface, and, therefore, impervious surface for each Lot shall be limited to ninety percent (90%) of each Lot's area.

2.4 Access Easement. The Declarant grants, reserves and creates non-exclusive easements over all driveways and drive lanes created upon construction of improvements on both Lots for ingress and egress of vehicles of customers, employees and invitees of the business located on Lot 1 and Lot 2. These access easements shall be constructed



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and may be moved from time to time to insure that there is adequate internal circulation to allow access to those public road access points shown on Exhibit "A" and designated as "Curb Cuts".

2.5 Water Easement. The Declarant grants, reserves and creates a non-exclusive easement for water lines over Lot 2 as shown on Exhibit "A", for the benefit of Lot 1.

3. GENERAL USE RESTRICTIONS AND REQUIREMENTS

3.1 Vehicles. All automobiles and all other vehicles, if kept or parked on any Lot or otherwise within the Short Plat, shall be in good order and in working condition. Partially wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles which are in a state of disrepair shall not be kept on any Lot nor shall they be maintained within the Short Plat, unless enclosed in a garage or otherwise reasonably screened from view from outside the Lot.

3.2 Garbage/Refuse. No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about such Owner's Lot, any other Lot or the Short Plat, except in appropriate covered trash receptacles on such Owner's Lot. Each Owner shall keep such Owner's Lot neat and orderly in appearance and shall not cause or permit any noxious or odorous conditions to exist. Dumpsters, garbage cans, recycling containers and similar garbage refuse disposal or storage containers, shall be concealed behind structures which shall be gated so that they are not visible from any direction.

3.3 Surface Water Run-Off. No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots and the Owners thereof.

3.4 Damaged Improvements. No Improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of six months from the date of such partial or total destruction. Corrective construction or reconstruction shall be required to commence within such six month period; provided, however, that such six month period shall be extended for a reasonable period thereafter in the event that corrective construction or reconstruction has not commenced as a result of factors beyond the control of the subject Owner and in the event that the subject Owner has exercised and does thereafter continue to exercise due diligence in an effort to eliminate such factors causing such delay in commencement.

3.5 Landscaping. Any portion of a Lot that has been disturbed during construction of improvements or is not otherwise hard surfaced or graveled shall be landscaped, and the landscaping shall be maintained by the Lot Owner. This requirement shall include, but not be limited to, continued maintenance and repair of all landscaping identified on the site plan for each Lot approved by the City of Mount Vernon.

3.6 Non-interference. No Lot Owner shall allow or permit activity that interferes with the business operation on other Lots.

3.7 Prohibitions. The following are prohibited uses or activities:

(a) Bowling alleys, skating rinks, bars and taverns, adult bookstores and adult theaters (except bars or taverns associated with restaurants or eating establishments).



(b) Training or educational facilities, including, but not limited to, a beauty school, barber college, place of instruction, or any other operation catering primarily to students or trainees rather than to retail customers.

(c) Any public or private nuisance.

(d) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness.

(e) Creation of any obnoxious odor.

(f) Storage, dumping, discharge, disposal, spillage, leakage or treatment of "Hazardous Substances", except for actions that are a part of the normal course of business for an Owner of any Lot. As used herein, the term "Hazardous Substance" shall mean existing or future oil or petroleum or chemical liquids or solids, liquid or gaseous products, including any solid, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), asbestos, PCB's or hazardous or toxic waste, hazardous or toxic substances or hazardous or toxic materials; the term Hazardous Substances shall include, but not be limited to, substances defined as "Hazardous Substances", "toxic substances" or "hazardous materials" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 and 99-563; the Toxic Substance Control Act, 15 U.S.C. § 2606 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; the State Drinking Water Act, as amended, 42 U.S.C. § 201 et seq.; the Hazardous Waste Cleanup Act (RCW 70.105B.001, et seq.; the Model Toxic Control Act, Chapter 2, Laws of 1989 of the State of Washington, and those substances defined as a hazardous material or substance or a contaminated waste in any federal, state or local laws, ordinances, rules and the regulations adopted and publications promulgated pursuant thereto as the same may be amended from time to time.

(g) Creation of any dust, dirt or fly ash in excessive quantities.

(h) Maintenance of any unusual fire, explosive or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks.

(i) Any assembly or manufacturing operations;

(j) Except during construction or reconstruction, any drilling or removal of subsurface substances.

(k) Any commercial laundry or dry cleaning plant (except for any outlet of a commercial laundry or dry cleaning business used solely for customer delivery and pickup of laundry and dry cleaning).

(l) Any automobile body and fender repair work.



- (m) Any second-hand merchandising retail facility.
- (n) Any bankruptcy or auction sales.
- (o) As to Lot 1 – the property will not be used for the sale, lease, or use by an auto parts company, other than O'Reilly or its related subsidiaries and affiliates. This restriction shall include, but not be limited to, such companies as AutoZone, Advanced Auto Parts, CarQuest, NAPA and Pep Boys and their related entities, successors and assignees, or any other company which has as its primary business function the sale and supply of wholesale and/or retail auto parts.

4. **OWNERS ASSOCIATION**

Declarant shall form an owners' association designated herein as the "**Association**" to include as its members all of the Owners of any Lot. This organization shall be a non-profit corporation organized pursuant to Title 24 of the Revised Code of Washington, and shall be known as "**Paulson Short Plat Owners' Association**".

4.1 **Purpose.** The purpose of the Association shall be the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Property; the power to assess Lots served by the Common Properties; the regulation, maintenance and repair of the stormwater facilities thereon and payment of taxes for the jointly owned sign if it is taxed as personal property, improvements; administration and enforcement of this Declaration.

4.2 **Stormwater Facility Maintenance.** The Association shall maintain the Stormwater Facility as required under Volume 5 of the 2005 Department of Ecology Drainage Manual, Section 4.6 Maintenance and Standards for Drainage Facilities, Tables No. 3, 4, 5 and 17, copies of which are attached.

4.3 **Membership and Control.** The Association shall be organized at the instance of Declarant and each Owner shall be a member of the Association. Declarant shall have the exclusive authority to designate and appoint the Board until such time as the Declarant has sold all Lots, or thirty (30) years, whichever is sooner, at which time control of the Association shall be turned over to the Owners who shall elect from their numbers the Board as determined by the Articles of Incorporation and Bylaws of the Association.

Each Lot shall be allocated one vote. All decisions shall be by unanimous vote of the Board.

4.3 **Assessments and Liens.**

a. **Establishment of Assessment and Charges.** Each Lot shall be assessed an equal share of the annual amount established in the budget of the Association or special assessment. The annual budget or special assessment must be approved by unanimous vote of the members or by arbitration as provided herein. In no event shall Lot 2 be required to pay any assessment for maintenance of Common Properties until Lot 2 is occupied for business purposes.



b. **Purposes.** Dues shall be collected for the purposes set forth in Section 4.1 above.

c. **Owner Obligation and Lien Foreclosure.** Dues and assessments shall constitute an obligation of any Owner of record of a Lot on the due date thereof and shall also constitute a lien on the Lot assessed. Such lien may be enforced by the Association in the same form and manner of procedure as foreclosure of real property mortgages under the laws of the State of Washington.

d. **Penalty on Delinquent Assessments.** If an Owner shall fail to pay any installment of an annual assessment within thirty (30) days from the date the same is due, then (i) the entire annual assessment for such Lot shall be delinquent and shall become immediately due and payable; (ii) shall bear interest at the rate of twelve percent (12%) per annum thereafter until paid; and (iii) shall also bear a penalty in such amount as shall be determined by the Board of the Association.

e. **Amounts Included.** Each Owner and each party hereinafter owning or claiming an equity interest in a Lot, agrees that in the event of a foreclosure action involving such Lot, the Owner or Owners thereof or other party asserting an equity interest therein will pay the Association's expenses of title examination and insurance, the cost of attorney's fees incurred by the Association and court costs, as well as all other costs reasonably and necessarily incurred in such foreclosure action. In any such action, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the date the same became due until the date of the entry of the judgment of foreclosure thereon.

f. **Delinquency For More Than Ninety (90) Days.** If the Owner of any assessable Lot shall be delinquent in the payment of the annual assessment, or any installment thereof, for more than ninety (90) days following the date the same is due, then the Association shall have the right to commence legal action seeking a personal judgment against such Owner and, in addition thereto, shall have the right to foreclose its lien upon such Lot. The total amount due from such Owner shall be such sums as provided in subsections c, d and e above. The Association may file a notice of lien on any Lot where the assessments are more than ninety (90) days past due. Such lien shall relate back to the first delinquency for the purpose of establishing lien priorities.

g. **Rules and Procedures for Billing and Collecting Assessments.** The Board of the Association shall have the power and authority to adopt rules and procedures respecting the billing and collecting of annual assessments, which shall be binding upon all Lot Owners.

h. **Application of Assessment.** The Association shall apply all funds received by it pursuant to this Declaration in the following order:

- i. Administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described in its Articles of Incorporation and Bylaws;
- ii. Common Property water meter fees and inspection charges; and



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iii. The service, repair, maintenance and/or replacement of any and all improvements to the Common Property.

i. **Authority to Maintain Surplus.** The Association shall not be obligated to spend in any particular time period all of the sums collected or received by it during such time period or any other time period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surplus to the reduction of the amount of the annual assessment in any future year.

4.4 Annual Statement. As soon as shall be practical in each calendar year, the Association shall send a written statement to each Owner setting forth the dollar amount of the assessment for such Lot for such calendar year. The Association may, in its sole discretion, provide for payment of such assessments on a periodic basis during such calendar year, with or without a service charge.

4.5 Arbitration. In the event that the members of the Association cannot agree upon an annual budget, special assessment or any other matter relating to the business of the Association, such dispute or disagreement shall be resolved by arbitration. The arbitration shall be conducted by an attorney appointed by both of the parties. The arbitration shall be conducted pursuant to RCW 7.04A. If the parties cannot agree upon an arbitrator, then the arbitrator shall be selected by Skagit County Superior Court. The arbitrator shall have the discretion to allocate fees and costs incurred by the parties in any arbitration under this provision. This arbitration is for the limited purpose of resolving disagreements where there is an impasse between the two Owners on matters relating to the business of the Association.

5. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER

No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any such Lot at a trustee's sale, Sheriff's sale or Tax Foreclosure sale shall take title to such Lot free and clear of any violations or breaches which have occurred on such Lot, or by the previous Owner thereof, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto and shall be liable for any assessments attributable to such Lot.

6. TENANTS AND INVITEES

Tenants and invitees of the Owners shall be bound by the terms and conditions of this Declaration.

7. CROSS INDEMNIFICATION.

Each Owner shall indemnify, hold harmless and defend the other Owner to the extent of fifty percent (50%) of any liability arising out of all claims, losses and damages for personal injury, death or damages to property arising only from the Common Property, including its use and/or maintenance; provided the duty to indemnify shall not apply where the loss or damage is caused by the sole negligence of an Owner.



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8. ENFORCEMENT

The Declarant and any Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration. If the Declarant or any Owner seeks an injunction they shall not be required to post any bond and each Owner hereby waives the right to require the posting of a bond in any proceeding for an injunction under this Declaration. The failure of the Declarants or any Owners to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

9. GRANTEE'S ACCEPTANCE

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent Owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all of the risks and hazards of ownership and occupancy attendant to such Lot.

10. AMENDMENT TO DECLARATION

At any time the Declarant may amend this instrument as long as the Declarant continues to own any portion of the Short Plat, or five (5) years, whichever is sooner, at which time this Declaration may be amended by an instrument signed by Owners of the Lots. Any such amendment shall take effect upon being recorded with the Skagit County Auditor.

No Amendment or termination of this Declaration shall:

a. Affect, change or terminate any of the easements described in section 2 of this Declaration without the unanimous consent of all Lot Owners.

b. Change the percentage responsibility for maintenance and repair of the Common Properties.

11. SEVERABILITY

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

12. PARAGRAPH HEADINGS

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.



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No. 3 – Closed Detention Systems (Tanks/Vaults)

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Storage Area	Plugged Air Vents	One-half of the cross section of a vent is blocked at any point or the vent is damaged.	Vents open and functioning.
	Debris and Sediment	Accumulated sediment depth exceeds 10% of the diameter of the storage area for 1/2 length of storage vault or any point depth exceeds 15% of diameter. (Example: 72-inch storage tank would require cleaning when sediment reaches depth of 7 inches for more than 1/2 length of tank.)	All sediment and debris removed from storage area.
	Joints Between Tank/Pipe Section	Any openings or voids allowing material to be transported into facility. (Will require engineering analysis to determine structural stability).	All joint between tank/pipe sections are sealed.
	Tank Pipe Bent Out of Shape	Any part of tank/pipe is bent out of shape more than 10% of its design shape. (Review required by engineer to determine structural stability).	Tank/pipe repaired or replaced to design.
	Vault Structure Includes Cracks in Wall, Bottom, Damage to Frame and/or Top Slab	Cracks wider than 1/2-inch and any evidence of soil particles entering the structure through the cracks, or maintenance/inspection personnel determines that the vault is not structurally sound. Cracks wider than 1/2-inch at the joint of any inlet/outlet pipe or any evidence of soil particles entering the vault through the walls.	Vault replaced or repaired to design specifications and is structurally sound. No cracks more than 1/4-inch wide at the joint of the inlet/outlet pipe.
Manhole	Cover Not in Place	Cover is missing or only partially in place. Any open manhole requires maintenance.	Manhole 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 (may not apply to self-locking lids).	Mechanism opens with proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. Intent is to keep cover from sealing off access to maintenance.	Cover can be removed and reinstalled by one maintenance person.
	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, misalignment, not securely attached to structure wall, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Catch Basins	See "Catch Basins" (No. 5)	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).



No. 4 – Control Structure/Flow Restrictor

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris (Includes Sediment)	Material exceeds 25% of sump depth or 1 foot below orifice plate.	Control structure orifice is not blocked. All trash and debris removed.
	Structural Damage	Structure is not securely attached to manhole wall.	Structure securely attached to wall and outlet pipe.
		Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
		Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are water tight; structure repaired or replaced and works as designed.
	Any holes--other than designed holes--in the structure.	Structure has no holes other than designed holes.	
Cleanout Gate	Damaged or Missing	Cleanout gate is not watertight or is missing.	Gate is watertight and works as designed.
		Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
		Chain/rod leading to gate is missing or damaged.	Chain is in place and works as designed.
		Gate is rusted over 50% of its surface area.	Gate is repaired or replaced to meet design standards.
Orifice Plate	Damaged or Missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
Manhole	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).
Catch Basin	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).



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 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 six 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.	



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No. 5 – Catch Basins

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
	Contamination and Pollution	See "Detention Ponds" (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.



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No. 17 – Coalescing Plate Oil/Water Separators

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Monitoring	Inspection of discharge water for obvious signs of poor water quality.	Effluent discharge from vault should be clear with no thick visible sheen.
	Sediment Accumulation	Sediment depth in bottom of vault exceeds 6-inches in depth and/or visible signs of sediment on plates.	No sediment deposits on vault bottom and plate media, which would impede flow through the vault and reduce separation efficiency.
	Trash and Debris Accumulation	Trash and debris accumulated in vault, or pipe inlet/outlet, floatables and non-floatables.	Trash and debris removed from vault, and inlet/outlet piping.
	Oil Accumulation	Oil accumulation that exceeds 1-inch at the water surface.	Oil is extracted from vault using vactoring methods. Coalescing plates are cleaned by thoroughly rinsing and flushing. Should be no visible oil depth on water.
	Damaged Coalescing Plates	Plate media broken, deformed, cracked and/or showing signs of failure.	A portion of the media pack or the entire plate pack is replaced depending on severity of failure.
	Damaged Pipes	Inlet or outlet piping damaged or broken and in need of repair.	Pipe repaired and or replaced.
	Baffles	Baffles corroding, cracking, warping and/or showing signs of failure as determined by maintenance/inspection person.	Baffles repaired or replaced to specifications.
	Vault Structure Damage - Includes Cracks in Walls, Bottom, Damage to Frame and/or Top Slab	Cracks wider than 1/2-inch or evidence of soil particles entering the structure through the cracks, or maintenance/inspection personnel determine that the vault is not structurally sound.	Vault replaced or repairs made so that vault meets design specifications and is structurally sound.
		Cracks wider than 1/2-inch at the joint of any inlet/outlet pipe or evidence of soil particles entering through the cracks.	Vault repaired so that no cracks exist wider than 1/4-inch at the joint of the inlet/outlet pipe.
Access Ladder Damaged	Ladder is corroded or deteriorated, not functioning properly, not securely attached to structure wall, missing rungs, cracks, and misaligned.	Ladder replaced or repaired and meets specifications, and is safe to use as determined by inspection personnel.	

