

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

Thomas G. Carlson  
1212 Rio Vista Avenue  
Burlington, WA. 98233



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(RESIDENTIAL SUBDIVISION VERSION)

AGREEMENT TO MAINTAIN  
STORMWATER FACILITIES  
BY AND BETWEEN  
THE CITY OF BURLINGTON  
AND  
THOMAS G. CARLSON, AND  
HIS HEIRS, SUCCESSORS, OR ASSIGNS  
(HEREINAFTER "OWNER")

The upkeep and maintenance of stormwater is essential to the protection of water resources in the City of Burlington's jurisdiction. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance is provided in Burlington Municipal Code Chapter 14.803.

LEGAL DESCRIPTION:

*P62716*  
Lots 1, 2, 3 and 4 of Burlington Short Plat No. BURL-1-10, recorded *201404100001*, 2014, under Auditor's File No. 2014, records of Skagit County, Washington, formerly Lot 1 of Burlington Short Plat No. BURL-7-00, recorded January 16, 2001, under Auditor's File No. 200101160084, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Whereas, Owner has constructed improvements, including but not limited to, stormwater facilities on the property described above. In order to further the goals of the City of Burlington to ensure the protection and enhancement of The City of Burlington's water resources, the City of Burlington and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Be responsible for that portion of the stormwater facilities upon their individual lot or lots; AND, based upon percentage of individual gross lot area, for those routine maintenance or repair costs as may be determined by the City of Burlington not determined to be negligence on the part of any individual owner or owner(s).
- (2) Implement the stormwater facility maintenance program included herein as Attachment "A".
- (3) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) above. The log book shall be available for inspection by City of Burlington staff at Owner's business during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any

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problems encountered or follow-on actions recommended. Maintenance items ("problems") listed in Attachment "A" shall be inspected on a yearly or more frequent basis as necessary. Owner is encouraged to photocopy the individual checklists in Attachment A and use them to complete its yearly inspections. These completed checklists would then, in combination, comprise the yearly log book.

- (4) Submit an annual report to the City of Burlington regarding implementation of the programs referenced in (1) above. The report must be submitted on or before May 15 of each calendar year and shall contain, at a minimum, the following:
  - (a) Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
  - (b) Time period covered by the report.
  - (c) A chronological summary of activities conducted to implement the programs referenced in (1) above. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with Owner, include a copy of the invoice for services.
  - (d) An outline of planned activities for the next year.

THE CITY OF BURLINGTON WILL, AS RESOURCES ALLOW:

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request and at no charge to Owner.
- (2) Review the annual report and conduct occasional site visits to discuss performance and problems with Owner.
- (3) Review this agreement with Owner and modify it as necessary.

REMEDIES:

- (1) If the City of Burlington determines that maintenance or repair work is required to be done to the stormwater facility existing on the Owner property, the Stormwater Manual Administrator shall give Owner, and the person or agent in control of said property if different, notice of the specific maintenance and/or repair required. The Administrator shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by the Administrator, written notice will be sent to the persons who were given notice stating the City of Burlington's intention to perform such maintenance and bill the owner for all incurred expenses. The City of Burlington may also adjust stormwater utility charges if required maintenance is not performed.
- (2) If at any time the City of Burlington determines that the existing system creates any imminent threat to public health or welfare, the Administrator may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.
- (3) The Owner grants authority to the City of Burlington for inspection, and access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).

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- (4) The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City of Burlington within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City of Burlington will be borne by the parties responsible for said reimbursements.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City of Burlington. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City of Burlington.

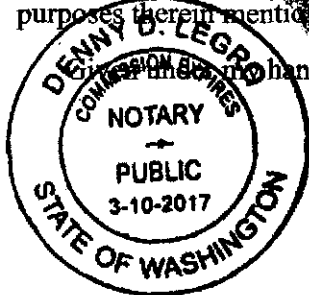
Dated at MT. VERNON Washington, this 9 day of April 18, 2014

OWNER

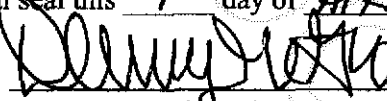
  
Thomas G. Carlson

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss

On this day and year above personally appeared before me, THOMAS G. CARLSON known to be the individual(s) described, and who executed the foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



I, the undersigned, do hereby hand and official seal this 9<sup>TH</sup> day of APRIL, 2014.

  
Notary Public in and for the State of  
Washington, residing in MOUNT VERNON  
My commission expires 3-10-2017

Dated at Burlington, Washington, this 8<sup>th</sup> day of April 2014.

CITY OF BURLINGTON

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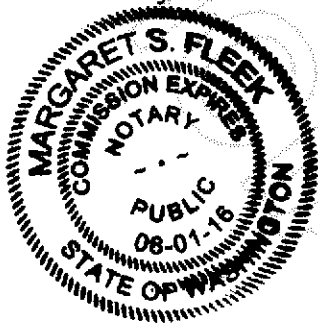
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Brian Dempsey  
Authorized Agent for the City of Burlington

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss

On this day and year above personally appeared before me, Brian Dempsey, to me known to be the Authorized Agent for the City of Burlington, a Municipal Corporation, who executed the foregoing instrument and acknowledge the said instrument to be the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned and on oath states he is authorized to execute the said instrument.

Given under my hand and official seal this 8<sup>th</sup> day of April, 2014



Margaret S. Fleek  
Notary Public in and for the State of  
Washington, residing in Lynn  
My commission expires 08-01-16

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# Attachment "A"

## Drainage Maintenance Standard Checklist

### For Public Drainage Facility Annual Inspection

#### Wet Pond

Inspected (Date/By Whom)	Problem	Conditions to Look For	Required Action	Completion Date (-/-)
	Aesthetic Quality	<b>Vegetation</b> – Grass and weeds in excess of 18" in height. Overgrown invasive trees and shrubs.	Remove/Mow vegetation to 4-5" high. Remove trees and bushes where they are interfering with pond maintenance. Wetland species may require harvesting or special maintenance. Compost all clippings.	
		<b>Poisonous Vegetation</b> – Vegetation which may constitute a public hazard including, but not limited to, tansy, poison oak, stinging nettles, and devil's club.	Remove poisonous vegetation. Do not use chemical agents without obtaining guidance from Skagit County Health Department at (360) 336-9380.	
		<b>Trash &amp; Debris</b> – Accumulation that exceeds 1 cubic foot per 1,000 sq. feet of pond area.	Remove trash and debris from pond.	
		<b>Oil Sheen</b> – Prevalent and visible oil sheen.	Remove surface contaminants with oil boom. Investigate potential sources.	
	Function	<b>Conveyance</b> – Inlet/Outlet pipe clogged with sediment or debris.	Remove sediment and/or debris so that there is no clogging or blockage in the inlet and outlet piping.	
		<b>Sediment Accumulation</b> – Pond depth has decreased more than 6".	Remove/Clean out sediment to designed pond shape and depth; re-seed pond if necessary to control erosion.	
		<b>Erosion</b> – Pond's side slopes have eroded in excess of 6", or appear to be eroding currently.	Repair/Stabilize slopes by using proper erosion control measures and repair methods. Contact Public Works Engineering.	
		<b>Overflow Spillway</b> – Rock is missing and soil is exposed at top of spillway or outside slope.	Replace rocks to a minimum depth of 1'.	
	Safety	<b>Settlement</b> – Any part of a berm/dike that has settled 4" or more below the design elevation, or inspector determines that dike/berm is unsound.	Repair dike/berm to specifications.	

Notes:

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