



201909050038

09/05/2019 11:43 AM Pages: 1 of 78 Fees: \$228.50
Skagit County Auditor

Document Title: Covenants

Reference Number : 201909050037

Grantor(s): additional grantor names on page ___

1. BYK Construction, Inc,
- 2.

Grantee(s): additional grantee names on page ___

1. THE GENERAL PUBLIC
- 2.

Abbreviated legal description: full legal on page(s) ___

Lot(s): 4 Sedro-Woolley Short Plat No. SW-05-94

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___

P107812/350413-D-001-0300

I, Tim Woodmansee, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$103.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed  Dated 9/5/19

AFTER RECORDING, RETURN TO:
BYK Construction, Inc.
PO Box 619
Sedro-Woolley, WA 98284
(360) 755-3101

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
WOODROW PLACE

TITLE OF DOCUMENT: DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR WOODROW PLACE

GRANTOR: BYK CONSTRUCTION, INC.

GRANTEE: THE GENERAL PUBLIC

LEGAL DESCRIPTION:

ABBREVIATED: Lot(s): 4 Sedro-Woolley Short Plat No. SW-05-94

FULL: SEE EXHIBITS A, B and C

ASSESSOR'S PARCEL/ACCOUNT: P107812/350413-0-001-0300

PLAT MAP RECORDING NO: 201909050037

ARTICLE 1
IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1 Identification of Declarant and Property

BYK Construction, Inc., a Washington Corporation hereafter referred to as the “Declarant,” and “Developer”, is the owner in fee simple of the land described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as the “Property”). Declarant has submitted the Property to the provisions of Sedro-Woolley Municipal Code, (hereinafter referred to as the “Ordinance”) and has thus created from such Property a Subdivision known as “Woodrow Place.”

1.2 Reference to Platting Documents- Legal Description of Property Affected

Concurrently here within, the Declarant has recorded with the Auditor of Skagit County, Washington the “Plat of Woodrow Place”, this map is hereinafter referred to as the “Plat Map,” which shows the location and dimensions of the Lots and Common Areas within the Community, together with other necessary information. This Declaration of Covenants thus benefits and burdens certain real property located in Skagit County, Washington and legally described on Exhibit A attached hereto.

1.3 Purpose

This Declaration of Covenants, together with the Plat Map referred to herein, state covenants, conditions, restrictions and reservations intended by the Declarant to affect a common plan for the development of the Property mutually beneficial to all of the described Lots. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitude which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

ARTICLE 2
DEVELOPMENT PERIOD;
DEVELOPER’S RIGHT DURING DEVELOPMENT PERIOD

2.1 Development Period

The term “Development Period” shall mean that period of time from the date of recording this Declaration until the date when all original Lots have been sold by Developer, to bona fide

third party purchasers, or if additional properties shall have been subjected to this Declaration, then until date when all original and additional Lots have been sold by Developer to bona fide third party purchasers, but in any event the Development Period shall terminate ten (10) years after the recording of this Declaration. Notwithstanding the foregoing, the Developer, at its option, may elect to terminate the Development Period at any time by recording with the Skagit County Department of Records and Elections a Notice of Termination of Development Period referencing this Declaration and stating that the Development Period is terminated. As used herein, "Lot" shall mean any one of the residential lots located within the Property; and "Lot Owner" shall mean the record owner, whether one or more persons or entities, of any Lot, including any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but excluding those persons or entities having an interest in any Lot merely as security for the performance of an obligation. Until a Lot is sold to a bona fide third party purchaser, the Developer shall be deemed to be the Lot Owner of each Lot, but the Developer shall not be liable for assessments and fees and may be expressly excluded from other obligations to the Association as stated herein. The Developer will be deemed to be a Lot Owner for purposes of assessments by the Association in the event that any such Lot is rented or leased to any non-affiliated third party for uses consistent with the Lot as contemplated by this Declaration.

2.2 Developer's Authority During Development Period

Until termination of the Development Period, Developer hereby reserves for itself, its agent, successors or assigns, all of the rights, powers and functions of the Association and Board (as defined below) thereof, including, without limitation, the power to make assessments, collect funds, and spend monies on behalf of and through the Association for purposes consistent with this Declaration. During the Development Period, Developer hereby assigns the rights, powers and functions of the Association, the Board and all of the committees thereof to BYK Construction, Inc., a Washington Corporation ("Developer"), and said rights, powers and functions shall be exercised and/or performed solely by Developer. When the term "Developer" is used in connection with the rights, powers and functions of the Association, such terms shall be equivalent to, and interchangeable with, the Board, the Association, and its committees, and shall be expressly include BYK Construction, Inc. as Declarant's Agent. Neither the Developer nor the Declarant's Agent shall have any obligation to publish financial statements, hold meetings or otherwise account to or consent with the Members, except as otherwise expressly required herein. Upon termination of the Development Period, administrative power and authority for management of the Property shall pass to the Board and Members as provided herein and in the Bylaws (as defined below), and the authority of Declarant's Agent to act on behalf of the Developer shall automatically terminate.

ARTICLE 3 HOME OWNERS ASSOCIATION

There is hereby created an association to be called "Woodrow Place Homeowners Association" ("Association"). The Association shall be a nonprofit corporation formed and operated pursuant to RCW 24.03, RCW 64.38 and RCW 64.90 unless said power is reserved for Developer or otherwise allocated in this Declaration. The Association shall use the name "Woodrow Place Homeowners Association" unless Developer elects to market the Lots under

another name, in which case the Association shall use the common market name associated with the Property.

ARTICLE 4 BYLAWS OF THE ASSOCIATION

4.1 Adoption of Bylaws and Amendments

Contemporaneous with formation of the Association, Declarant's Agent, acting pursuant to its authority to act on behalf of the Association, shall adopt Bylaws of the Association ("Bylaws"). During the Development Period, Declarant's Agent shall have sole authority to amend the Bylaws. After termination of the Development Period, except as expressly provided to the contrary herein, the Bylaws may be amended from time to time by a vote of not less than sixty-six percent (66%) of the votes of all Members (including Developer, if applicable), at any regular or special meeting of the Association duly called for that purpose. As used herein, "Member" shall mean every Lot Owner who, including without limitation any Lots owned by Developer as provided for in Section 2.1 herein, as a result of such ownership, holds a membership in the association with rights and responsibilities as set forth herein and in the governing documents of the Association. Each Lot shall have one (1) membership inseparably appurtenant to it.

4.2 Initial Board of Directors

The Declarant's Agent shall designate the members of the initial Board of Directors of the Association ("Board"). The initial Board shall serve until the Developer or Declarant's Agent transfers the management and administration of Woodrow Place Homeowners Association to the Board elected by the Members pursuant to the Bylaws after termination of the Development Period. Except as specifically provided herein to the contrary, the initial Board shall have the right to exercise all powers and perform all functions of the Board.

ARTICLE 5 MANAGEMENT OF COMMON AREAS

5.1 Control

The Developer shall have and hereby reserves for itself, its successors, agent and assigns, an easement for the right during the Development Period to utilize the Common Areas for its' business uses and purposes, including, but not limited to, uses and purposes related to the construction, promotion and development of Woodrow Place. Current areas considered Common Areas are sidewalks and sidewalk landscaping strips, the bioretention cell area and the easements for perimeter drains. Upon termination of the Development Period, said Developer's easement shall automatically terminate.

5.2 Costs

Pursuant to its powers to make assessments and collect funds as set forth in Article 6 of this Declaration and in accordance with the Bylaws, the Association shall pay all costs of

maintaining and operating the Common Areas ("Common Area Costs"). Notwithstanding the foregoing, during the Development Period, Developer shall advance to the Association certain funds to be utilized by the Association to pay for and/or defray the costs of maintaining and operating the Common Areas with respect to any Lots that are then unsold at the time any such Common Area Costs arise and are properly due and payable in accordance with this Declaration ("Common Area Costs Advance"). Notwithstanding the foregoing covenant, Developer does not waive or otherwise modify this Declaration with regard to other costs, fees, assessments and charges for which Developer is expressly or implied exempted from pursuant to the terms and conditions set forth herein. Not later than upon expiration/termination of the Development Period as provided for in this Declaration and prior to any transfer of control of the Association, Developer shall be reimbursed by the Association in full, for any amount of the Common Area Costs Advance then outstanding.

5.3 Common Area Maintenance

After the Development Period, Lot Owners will be responsible for maintenance, repair and care of street trees and grass that are located in the sidewalk strip in front of their Lot. No additional landscaping may be added in this area and the trees may not be removed. The sidewalk strip area will be kept mowed, free of debris and in a consistent appearance with the original landscaping at the end of the Development Period. Should a Lot Owner fail to comply with this covenant within ten (10) days following the date on which notice is mailed to him by the Association informing him of such violation, then the Association may have this area mowed, cleaned or restored and charge the expense of that maintenance to said Lot Owner, which shall be collectible as a special assessment.

The Association will also maintain and repair the bioretention facility, including the structure, pipe and plantings and also the storm lines, including pipes and structures, located in the easements on the western side of lots 1-4 and on the northern side of lots 6 and 7.

The sidewalks are part of the Woodrow Place common area and will be maintained and repaired by the Association.

ARTICLE 6 COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of Lien and Personal Obligation of Assessment

The Association, acting through the Board and otherwise in compliance with the Bylaws is authorized to make such assessments and levy such fees against the Lots and each Lot Owner thereof from time to time or as are necessary for the Association to fulfill its obligations under this Declaration and the Bylaws. Each Lot Owner is deemed to covenant and agree to pay to the Association all Common Area Costs assessed against its Lot by the Association in accordance with this Declaration and the Bylaws, which such consent shall be ratified by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in any such deed or other instrument. Common Area Costs include without limitation: (a) annual assessments or charges and (b) special assessments. Said annual and special assessments, together with interest therein

and costs of collection thereof (including reasonable attorneys' fees whether or not suit is commenced), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection, shall also be personal obligation of the Lot Owner owning the Lot when the assessment is due. There shall be no assessment by the Association on any Lot until after the Lot is sold by the Developer or is otherwise provided for in Section 2.1 herein. The personal obligation for delinquent assessments, including without limitation any fees, fines, penalties, etc., shall not pass to the Lot Owner's successors in title unless the lien for such delinquent assessment has been properly recorded prior to transfer of title or unless expressly assumed by the transferee. Notwithstanding the foregoing, any right of the Association to lien any Lot as provided for in this Declaration shall not expire or otherwise terminate in the event of any transfer or sale of a Lot from one Lot owner to another, and the Association shall retain the right at all times to exercise its power under this Declaration regarding the same in accordance with the terms and conditions set forth herein. The case of the sale of any Lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, shall be personally liable only for the amount of the installment due prior to said sale. The new Lot Owner shall be personally liable for installments which become due on or after said sale.

6.2 Default in Payment of Assessment-Remedies

If any assessment is not paid within thirty (30) days after it is first due and payable, such assessment shall bear interest at the highest rate permitted by law, or if no limitation is imposed by law, at eighteen percent (18%) per annum, from the date on which it was due until paid. In the event any annual or special assessment remains delinquent for more than thirty (30) days, the Board may, upon fifteen (15) days' written notice to the Lot Owner, accelerate and demand immediate payment of the delinquent assessment, and any assessments which the Board reasonably determines will become due during the next succeeding twelve (12) months. If the assessments and any accrued interest is not paid in full within fifteen (15) days of the date of the notice, the Association may bring an action against the person or entity personally obligated to pay such assessment and/or record a lien for the amount of the assessment plus interest and attorney fees and costs incurred or estimated to be incurred in enforcing the lien with the county in which the Lot is located. The lien may be foreclosed in the same manner as a real property mortgage. Suit to recover a money judgment for unpaid assessments or charges can be maintained against the Lot Owner in conjunction with or separate from foreclosure of the lien. The notice of assessment shall not be filed or record unless and until the Board has delivered to the defaulting Lot Owner a notice of the intent to file the lien.

6.3 Foreclosure of Assessment Lien: Attorney's Fees and Costs

The Board may initiate action to foreclose the lien of any assessment on behalf of the Association. In any action to foreclose a lien against the Lot for nonpayment of delinquent assessments or charges, any judgement rendered against the Lot Owner in favor of the Association shall include a reasonable sum for attorney fees and costs and expenses reasonably incurred in preparation for and pursuit of such action in addition to taxable costs permitted by law. The Association shall additionally be entitled to reimbursement for all its attorney fees whether said

attorney fees are incurred in negotiation, arbitration, litigation, foreclosure, or collection action, bankruptcy or appeal.

ARTICLE 7 EASEMENTS & RESTRICTIONS

The following nonexclusive, perpetual, appurtenant easements and those shown on the Map are hereby reserved for the benefit of and created, granted and conveyed to the Lot Owners Association or other parties as identified below (as used herein, the term "Map" shall additionally include subsequent Maps of divisions of Woodrow Place which are recorded).

7.1 Utility Easements

Utility easements are granted to utility entities. The utility entities shall use the easements in such manner as to minimize inconvenience to the Lot Owners, damage to any roadway and existing structures and interference with other utilities. Said utility entities shall, at their own expense, repair any damage and restore the Property to as good a condition as existed prior to the performance of said work by said utility companies. Each Lot Owner agrees not to place locks on structures enclosing utility meters or to, in any manner, interfere with utility representatives' access to said meters at all times.

ARTICLE 8 INSURANCE

8.1 Liability and Hazard Insurance

The Association shall obtain insurance policies as the Board deems appropriate in the best interest of the Members, including but not limited to liability insurance. All such insurance coverage shall be written in the names of each of the Members.

8.2 Building Insurance

Every Lot Owner, at their own expense, shall insure the improvements on their Lot against loss or damage by fire or other casualty in an amount equal to the full replacement value thereof. Every Lot Owner shall secure liability insurance covering their Lot.

ARTICLE 9 AMENDMENT OF DECLARATION

9.1 Developer's Reserved Rights

The Developer reserves the right, and is hereby authorized to execute and to have recorded on behalf of all Lot Owners, any amendments to this Declaration it deems necessary prior to the termination of the Development Period. All Lot Owners hereby grant to the Developer and Declarant's Agent a full and complete power of attorney to take those actions and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

No amendment to this Declaration shall be made without the approval of the City of Sedro-Woolley.

9.2 Power of Attorney

All Lot Owners hereby grant to the Association (or Developer and Declarant's Agent during Development Period) a full and complete power of attorney to take any and all actions necessary to effectuate and record any amendment and agree that said amendment, when authorized and recorded as provided in this Article, shall be binding upon their property and them and their respective legal representatives, heirs, successors and assigns to the same extent as if they had personally executed said amendment. All Lot Owners hereby acknowledge and agree that the power of attorney herein granted shall be deemed coupled with an interest and shall be irrevocable.

ARTICLE 10 LIMITATION OF LIABILITY; INDEMNIFICATION

10.1 Limitation of Liability

No person who serves as a member of the Board, the initial Board ("Board Member") or as an officer of the Association (including Developer or Declarant's Agent) shall be personally liable to the Association or any Lot Owner or any other party for conduct as a member of the Board and shall be protected to the fullest extent permitted by law. If Washington State law is amended after adoption of this Declaration, then the liability of each Board Member of the Association shall be limited to the full extent permitted by the Washington State Law, as so amended.

10.2 Indemnification

The Association shall indemnify and hold all persons who serve as a member of the Board ("Board Member") and/or officer of the Association, (Including Developer and Declarant's Agent), harmless to the full extent permitted under applicable law. This indemnification shall survive termination of such person as a Board Member and/or officer and shall inure to the benefit of that person's heirs, personal representatives, or assigns. The Association may, upon written request, advance expenses incurred by any Board Member and/or officers entitled to this indemnification. If a claim for indemnification or advance of expenses is not paid within sixty (60) days after a written claim has been received by the Association, the claimant shall be entitled to reasonable costs and attorneys' fees. In addition, the Association shall have the power to indemnify employees and agents of the Association, including the Developer and Declarant's Agent, to the full extent permitted under applicable law.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee, or agent of the Association against any liability asserted against him and incurred by her/him in such capacity or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of Washington State Law.

The Association shall indemnify, defend and hold any Board Member or officer harmless for any obligation of the Association which the Board Member or officer personally guaranteed, so long as that Association obligation has been authorized and/or ratified by the Board as provided for in the Bylaws.

If any provision of this Section 10.2 is in violation of applicable law, then that provision shall be automatically modified to provide the broadest indemnification available under applicable law.

The rights to indemnification, limitation of liability, and to the advancement of expenses conferred in this Section 10.2 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Association's articles of incorporation, Bylaws, agreement, or vote of Members, disinterested Board Members or otherwise.

ARTICLE 11 GENERAL PROVISIONS

11.1 Subordination

A breach of any of the provisions contained herein or any reentry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof; but said provisions shall be binding upon and effective against any Lot Owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

11.2 Notice

Any notice required by this Declaration, Bylaws, or the rules and regulations adopted by the Association shall be deemed properly given if mailed by ordinary mail to the last address furnished to the Developer or Developer's Agent or the Association. If no mailing address has been provided, such notice shall be addressed to the address of the Lot. Such notices shall be deemed received three (3) days after it has been deposited in the U.S. mail.

11.3 Severability

Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

11.4 Headings

The captions in this Declaration are for convenience only and do not in any manner affect, limit, or amplify the provisions hereof.

11.5 Right of Quiet Enjoyment

No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Elements, Common Elements or the Real Property which would interfere with the Right of Quiet Enjoyment of the other residents of Woodrow Place.

11.6 Rentals

A Lot Owner may rent or lease their Lot provided that no Lot may be leased or rented by any party for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Additionally, any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration, the Bylaws, and rules and regulations of the Association, and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or residence. Notwithstanding the provisions of Section 5.1 herein or anything in the Bylaws to the contrary, this Section 11.6 may not be amended, deleted or otherwise modified without the unanimous consent of each Lot Owner.

ARTICLE 12 GENERAL RESTRICTIONS

12.1 Nuisances

No noxious or offensive activity shall be conducted in any portion of Woodrow Place, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Woodrow Place which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Woodrow Place community.

12.2 Signs

No sign of any kind shall be displayed to the public view on any Lot without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising the property for sale or rent. This Section 12.2 shall not be applicable to Developer, its agents and assigns at any time during the Development Period.

12.3 Campers, Trailers, Boats and Recreational Vehicles

Except as hereinafter expressly provided, the Common Area and/or streets located on the real property of the Property shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat trailer, house trailer, camper, truck in excess of eight thousand two hundred (8,200) pounds gross weight or other recreational vehicle or similar object, or any

party thereof, shall be stored or permitted to remain in the Common Area, nor on any Lot unless the same is stored or placed in a garage or is stored in rear or side yard within a fence enclosure or in a landscaped barrier out of site.

The Board or its authorized representative shall give written notice of a violation to the Lot Owner or occupant and said Lot Owner or occupant shall have ten (10) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If said Lot Owner shall not comply within said ten (10) day period, the Board or its authorized representative is hereby granted the right to remove at the expense of the Lot Owner thereof any boats, trailers, campers, trucks, recreational vehicles or similar items which are parked or stored in violation of the terms and provisions hereof. Said Lot Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of said Lot Owners or public streets for the purpose of removing said boats, trailers, campers, trucks, recreational vehicles, or similar items which are parked or stored in violation of the terms and provisions hereof.

12.4 Animals

Dogs, cats and other reasonable household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community. All pets shall be kept on a leash when not in a residence or fenced yard. Pets shall not be allowed to eliminate waste on common areas or other owners' yards. The owner of any pet shall be responsible for immediate removal and disposal of any animal waste. Excessive barking, as determined by the Association, shall not be permitted. The Association may require the removal of any pet from River's Edge for repeated violation of the foregoing provisions and of rules and regulations adopted by it.

12.5 Garbage

No Lot or portion thereof or any improvement thereon shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers located in appropriate areas concealed from view. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches or on any of the Common Area. The removal and disposal of all such materials shall be the sole responsibility of the individual Lot Owner. Should a Lot Owner fail to comply with this covenant within ten (10) days following the date on which notice is mailed to him by the Association informing him of such violation, then the Association may have said trash removed and charge the expense of removal to said Lot Owner, which shall be collectible as a special assessment.

12.6 Temporary Structures

There shall be no temporary outbuildings of any kind kept on a Lot. No garage shall be used as a residence either temporarily or permanently.

12.7 Antennas

No radio or television antenna or transmitting tower shall be allowed on any Lot or residence. Notwithstanding the foregoing, satellite dish receivers shall be permitted on any Lot provided that any such device shall be on the side or the back of any residence or other permitted improvement located on the Lot and shall not exceed a maximum diameter of twenty-four (24) inches.

12.8 Storage

No storage shall be permitted under decks or overhangs or anywhere else on any Lot which is visible from any point outside the Lot.

Storage Sheds shall be applied for and shall be subject to the approval of the "Board" defined in the BYLAWS OF WOODROW PLACE HOMEOWNERS ASSOCIATION. The home owner will submit a site plan, shed building plan, siding scheme which must match the home, color which must match the home, roof product and color which must match the home, a letter with a description of the project. Restrictions for the project shall be the following; the shed must be in the back yard with low visibility from the street, the max wall height shall be 8', the setbacks from the property lines shall be a minimum 5'. Shed shall meet the City of Sedro- Woolley Municipal Code, specifically Chapters 15.04 and 17.08 although heights will be restricted to those in this document.

ARTICLE 13 MAINTENANCE AND REPORTING

13.1 On Site Stormwater Facilities

All on-site permanent stormwater facilities located within the Plat of Woodrow Place shall be maintained in perpetuity in a manner that allows them to function as originally designed. The Association, or its designated representative, is solely responsible for the inspection, maintenance, repair and replacement of all permanent stormwater facilities located on site and any and all costs associated therewith per the Permanent Stormwater Facilities Operations and Maintenance Manual Attached as Exhibit C. The City of Sedro-Woolley is under no obligation to maintain or repair permanent stormwater facilities located on this site.

The Association, or its designated representative, shall submit an annual operation and maintenance report for the permanent stormwater facilities to the City of Sedro-Woolley Public Works Department on or before March 31st of each year for the previous year's inspection and maintenance activities. The report shall include any remedial actions taken, how the actions were completed, who performed them, any problems encountered, and any required follow-up action such as maintenance, repair or replacement. Annual report and other maintenance records shall be maintained on-site and available to the City upon request.

The City shall have the right to enter onto the property for inspection and compliance purposes. Should inspection reports (either by the Association or by the City) indicate the

permanent stormwater facilities are not being properly maintained or show signs of failure and the Association has not remedied any maintenance obligation to perform work that is necessary to maintain the permanent stormwater facilities that has not been performed by the Association, and recover any and all costs so incurred by the City from the Association. Failure to properly maintain the permanent stormwater facilities may also result in City-levied fines in accordance with Sedro-Woolley Municipal Code Title 13, Chapter 13.40.

13.2 Shared Drive

The driveway shared between Lots 4 and 5 is for the use of those Lot Owners only and will be maintained and repaired by those Lot Owners and no other Lot Owners. The cost of maintenance and repair will be split equally (50/50) between the owners of Lots 4 and 5.

13.3 Shared Private Forced Sewer Line

Maintenance and repair of the private forced sewer line shall be in accordance with the document "Agreement RE: Maintenance of Private Forced Sewer Line," Skagit County Auditor's file number 201707130055, which is attached as Exhibit B.

The Association, or its designated representative, is solely responsible for the inspection, maintenance, repair and replacement of the forced sewer line facilities and any and all costs associated therewith. The City of Sedro-Woolley is under no obligation to maintain or the forced sewer line facilities located on this site.

ARTICLE 14 Dissolution

14.1 Dissolution

In the event of a dissolution, the City of Sedro-Woolley must approve a recorded agreement between all Lots in the Plat of Woodrow Place, which will require all the individual lot owners to equally share in maintenance and reporting of all common areas described in these CC&R's. This Agreement must be approved by the City of Sedro-Woolley, Recorded with Skagit County Auditor prior to any dissolution of the HOA.

Exhibit A

PLAT OF WOODROW PLACE

A PORTION OF THE NE 1/4 OF THE SW 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 13, TOWNSHIP 35 N., RANGE 4 E., WA 6
FILE NO. SW 2019-227

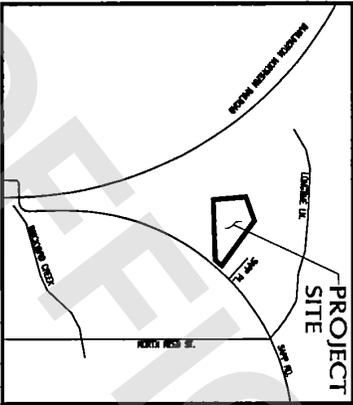
DEDICATION

BEFORE ALL PERSONS BY THESE PRESENTS THAT THE CONSTRUCTION, INC. A WASHINGTON CORPORATION, LIT. NUMBER IN ITS CAPACITY AS THE OWNER OF THE PROJECT DESCRIBED HEREIN HAS CAUSED BEING SPRAWLED AND COMPILED HERE TO BE HERETOBY SUBMITTED AND ITS COMPANIES SHALL BE HERETOBY APPROVED.

BY CONSTRUCTION, INC.
DATE: _____ 2019

ACKNOWLEDGMENT

I, COUNTY CLERK, I HEREBY DO HEREBY CERTIFY THAT THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED HIS/HER NAME, ON DATES THAT HE/SHE HAS APPEARED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF _____ CONSTRUCTION, INC., A LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SAID PARTY FOR THE USES AND PURPOSES INTENDED IN THE INSTRUMENT.
DATE: _____ 2019



VICINITY MAP
SCALE: 1" = 500'
MILES 1/4 STATION 1/2
SECTION 13, TOWNSHIP 35 N., RANGE 4 E., WA 6
FILE NO. SW 2019-227

LEGAL DESCRIPTION

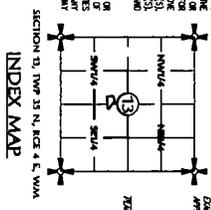
LOT 4 OF LOT 4 OF SECTION 13, TOWNSHIP 35 N., RANGE 4 E., WA 6, APPROVED AUGUST 16, 2009, AND RECORDED SEPTEMBER 21, 2009, IN VOLUME 17 OF SPOKANE PLATS, PAGE 211, UNDER LICENSEE THE PLAT COMPANY, INC. A LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SAID PARTY FOR THE USES AND PURPOSES INTENDED IN THE INSTRUMENT.
SECTION 13, TOWNSHIP 35 N., RANGE 4 E., WA 6
FILE NO. SW 2019-227

- NOTES:**
1. THE PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCORPORATED IN ALL DEEDS AND CONTRACTS.
 2. ELEVATION 6710.07 SF (1.54 ACRES).
 3. FOR ADDITIONAL SURVEY INFORMATION SEE SPOKANE COUNTY SHORT PLAT NO. SW-05-24 RECORDED UNDER SHORT PLAT NO. SW-05-24.
 4. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 5. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 6. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 7. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 8. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 9. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 10. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 11. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 12. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 13. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.
 14. SPOKANE COUNTY, CITY OF SPOKANE, WOLLEY STREET, SPOKANE, IDAHO 83402.

PLAT DEDICATION

BEFORE ALL PERSONS BY THESE PRESENTS THAT THE CONSTRUCTION, INC. A WASHINGTON CORPORATION, LIT. NUMBER IN ITS CAPACITY AS THE OWNER OF THE PROJECT DESCRIBED HEREIN HAS CAUSED BEING SPRAWLED AND COMPILED HERE TO BE HERETOBY SUBMITTED AND ITS COMPANIES SHALL BE HERETOBY APPROVED.

Sound Development Group
ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES
P.O. Box 1705 • 7111 Cleveland Avenue, Suite 202
Spokane, WA 99207
Tel: 509-464-2010 Fax: 509-464-2013



AUDITOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE RECORDS OF SPOKANE COUNTY, IDAHO, CONTAIN THE RECORDS OF SAID COUNTY AS SHOWN ON THIS PLAT.

SKAGIT COUNTY TREASURER
I HEREBY CERTIFY THAT ALL DUES AND FEES HAVE BEEN PAID AND DISCHARGED ACCORDING TO THE RECORDS OF SAID COUNTY.

CITY FINANCE DIRECTOR
I HEREBY CERTIFY THAT THE RECORDS OF SAID CITY CONTAIN THE RECORDS OF SAID CITY AS SHOWN ON THIS PLAT.

APPROVALS
CHANGED AND APPROVED THIS _____ DAY OF _____ 2019.
BY _____

PLAT OF WOODROW PLACE
FILE NO. SW 2019-227
A PORTION OF THE NE 1/4 OF THE SW 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 13, TOWNSHIP 35 N., RANGE 4 E., WA 6, COUNTY OF SPOKANE, STATE OF WASHINGTON

CHANGERS
BY: _____
DATE: _____

CONTRACTS AND DEEDS
BY: _____
DATE: _____

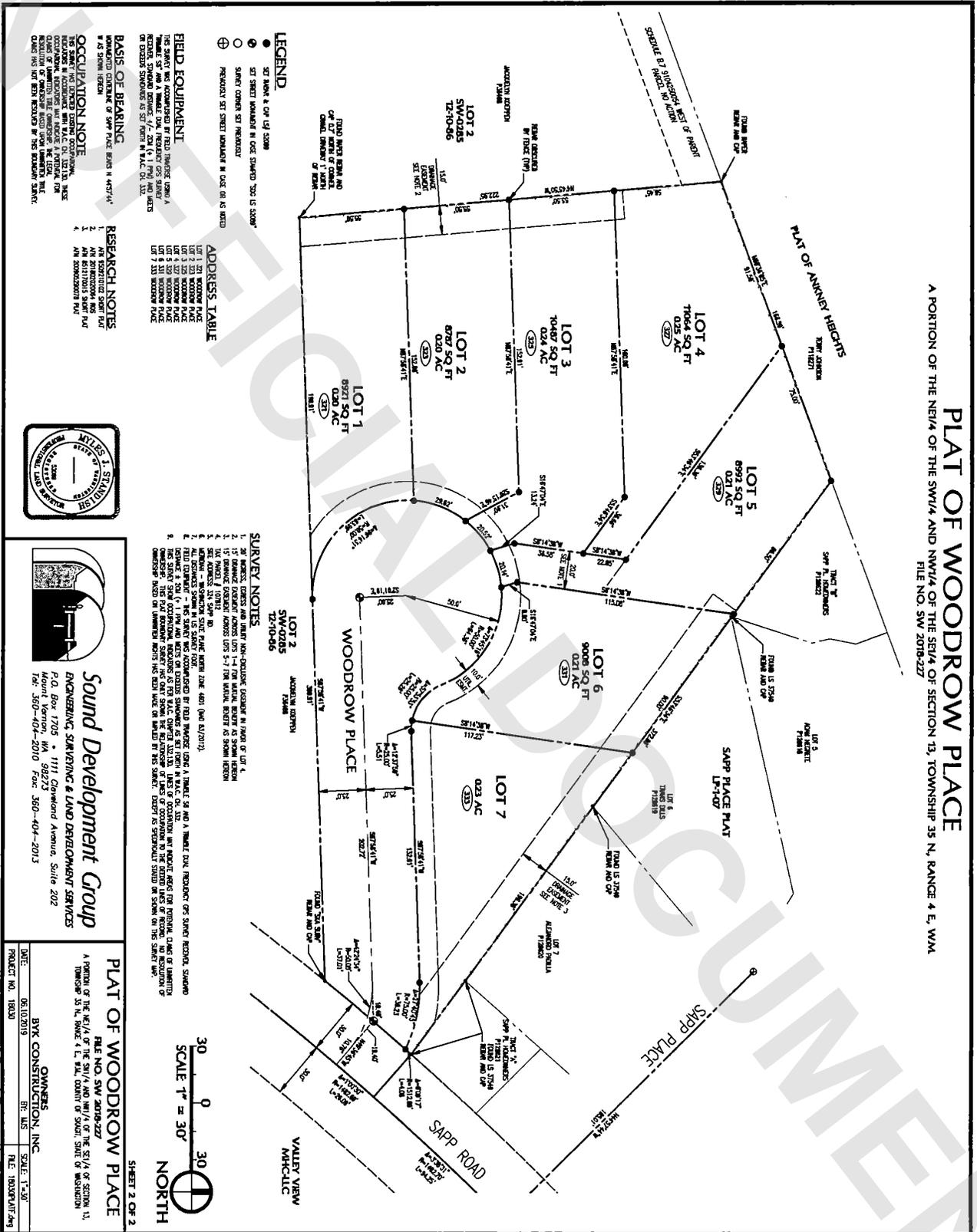
PLAT NO. SW 2019-227
SCALE: 1" = 500'

BY: CONSTRUCTION, INC.
DATE: _____

Exhibit A

A PORTION OF THE NE1/4 OF THE SW1/4 AND NW1/4 OF SECTION 13, TOWNSHIP 35 N, RANGE 4 E, WM.
FILE NO. SW 2018-227

PLAT OF WOODROW PLACE



Sound Development Group
ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES
P.O. Box 1705 • 1111 Cleveland Avenue, Suite 202
Mount Vernon, IA 59223
Tel: 505-404-2010 Fax: 505-404-2013

PLAT OF WOODROW PLACE
FILE NO. SW 2018-227
A PORTION OF THE NE1/4 OF THE SW1/4 AND NW1/4 OF SECTION 13,
TOWNSHIP 35 N, RANGE 4 E, WM. COUNTY OF SHERIDAN STATE OF MONTANA

OWNERS
BYK CONSTRUCTION, INC.
SCALE: 1"=30'

DATE: 08.10.2019
PROJECT NO: 18030



Exhibit B



201707130055
Skagit County Auditor \$85.00
7/13/2017 Page 1 of 13 10:33AM

ORIGINAL

RETURN TO:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

AGREEMENT RE: MAINTENANCE OF PRIVATE FORCED SEWER LINE

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) (Last name, first name and initials):

- 1. **Hanson Family Investments, LLC**
- 2. **Smith, Donald A. and Smith, Cherie Ann Donovan**
- 3. **City of Sedro-Woolley**

GRANTEE(S) (Last name, first name and initials):

- 1. **Hanson Family Investments, LLC**
- 2. **Smith, Donald A. and Smith, Cherie Ann Donovan Smith**
- 3. **City of Sedro-Woolley**

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

**Lot 4 of Sedro-Woolley Short Plat # SW-0285 recorded AF#8512170015; together with ptn
Lot 1, Sedro-Woolley Short Plat #05-94, recorded AF#9509210102**

Lot 4, Sedro-Woolley Short Plat No. SW-05-94

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

P36506 / 350413-4-009-0003 and P107812 / 3504-13-0-001-0300



Skagit County Auditor
7/13/2017 Page

1 of 13 10:33AM
\$85.00

ORIGINAL

RETURN TO:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

AGREEMENT RE: MAINTENANCE OF PRIVATE FORCED SEWER LINE

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) (Last name, first name and initials):

- 1. Hanson Family Investments, LLC
- 2. Smith, Donald A. and Smith, Cherie Ann Donovan
- 3. City of Sedro-Woolley

GRANTEE(S) (Last name, first name and initials):

- 1. Hanson Family Investments, LLC
- 2. Smith, Donald A. and Smith, Cherie Ann Donovan Smith
- 3. City of Sedro-Woolley

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

**Lot 4 of Sedro-Woolley Short Plat # SW-0285 recorded AF#8512170015; together with ptn
Lot 1, Sedro-Woolley Short Plat #05-94, recorded AF#9509210102**

Lot 4, Sedro-Woolley Short Plat No. SW-05-94

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

P36506 / 350413-4-009-0003 and P107812 / 3504-13-0-001-0300

AGREEMENT RE: MAINTENANCE OF PRIVATE FORCED SEWER LINE

Whereas, Hanson has constructed a private forced sewer line; and

Whereas, the proposed development is located within the City of Sedro-Woolley; and

Whereas, facilities to collect sewage are constructed in the public right-of-way; and

Whereas, it is beneficial to the property owners if the use and maintenance of said facility is shared between the property owners; and

Whereas, it would be disproportionately expensive to construct a gravity feed sewer main for only a few houses on these properties;

NOW THEREFORE, in consideration of the promises and covenants herein, and the issuance of the development permit or approval at issue, the parties agree as follows:

1. **Parties.** The Parties to this agreement are:
 - a. Hanson Family Investments, LLC, a Washington Limited Liability Company (hereinafter "Hanson" or "Owner"), and
 - b. Donald A. Smith and Cherie Ann Donovan Smith, husband and wife (hereinafter "Smith" or "Owner"); and
 - c. City of Sedro-Woolley, a Washington Municipal Corporation.
2. **Legal Description.** This agreement benefits and burdens that real property legally described on the attached Exhibit A, the "Hanson Property", and that real property legally described on the attached Exhibit B, the "Smith Property".
3. **Tax Parcel Numbers.** The current tax parcel number/account number for the Hanson property is P36506/350413-4-009-0003. The current tax parcel number/account number for the Smith property is P107812/ 350413-0-001-0300.
4. **Identification of Forced Sewer Line.** The forced sewer line and appurtenances ("facilities") referred to in this agreement is described as follows: As illustrated on Exhibit C, all within or leading to the public right-of-way known as Sapp Road.
5. **Maintenance of Forced Sewer Line.** The Owners of the above described real property hereby covenant and agree to construct, maintain, and repair the above described Private Force Sewer Line in good working condition.
 - a. Prior to any major modification, maintenance or repair of the Force Sewer Line by the Owners, plans for the same shall be submitted in writing to the City by the Owners, and no such work by the Owners shall be commenced without prior written approval by the City or permit therefore.

- b. The Owners shall bear and promptly pay all costs and expenses related to maintenance and repair of the Force Sewer Line Facilities, and shall hold harmless the City therefrom. In the event the Owners shall fail to construct, maintain and repair the Facilities as provided herein, the City may (but is not required to) do so, and upon completion, may record and foreclose a lien for the City's costs therefore against the Owners in the same manner as a lien for sanitary sewer obligations, as well as pursue a personal judgment against the Owners therefore. Such a lien shall be a first lien, prior to any lien or mortgage recorded after this document.
- c. The Owners shall, in construction and maintenance of the Force Sewer Line Facilities, comply with all applicable statutes, orders, ordinances and regulations of any public authority having jurisdiction.
- d. All work to be performed by the Owners shall be completed in a careful and workmanlike manner.
- e. Unless otherwise specified, the improvements subject to this agreement shall include design, engineering, acquisition of right-of-way or easement, construction, materials and installation required in order to create an improvement which complies with standard construction and engineering practices, including City and State standards, reasonably necessary to serve the benefited real property with Force Sewer Line Facilities.
- f. All facilities located outside of the public ROW, for exclusive benefit of one owner, shall be maintained solely by the benefited property owner. However, maintenance of common pipes and appurtenances which are located in the ROW, or which, by design, of common benefit, are subject to this agreement regardless of their location with respect to a parcel of property.
- g. All requirements herein are the responsibility of the Owners. The facilities are private and not owned by the City. All work must be performed by personnel licensed and experienced to perform this type of work.
- h. The Owners shall pay for the cost of maintaining the forced sewer line facilities in proportion to the number of lots or residential units for which their respective properties are approved, permitted, or subdivided, provided, that until the owners of the Smith's property apply for a building permit or a subdivision, the owners of the Hanson's property shall hold indemnify, defend and hold harmless the owners of the Smith's property for the obligations herein, including the costs of maintenance, operation, and repairs. This limitation shall not limit the obligations of any party to the City of Sedro-Woolley.

- i. This agreement constitutes a homeowners' association formed by the owners of the real property described above, to facilitate the required maintenance of the forced sewer line. All owners of the Hanson and Smith property described on Exhibit A and B shall be members of the HOA. This agreement shall be governed by RCW Ch. 64.38 with respect to the property owners (but not the City), which regulates homeowners' associations. Each lot or residential unit shall have one (1) vote. The owners may adopt more detailed governing documents in their discretion.
- j. The parties anticipate future development of their properties. The Hanson property is allocated capacity of the forced sewer line for two (2) residential units. The Smith property is allocated all remaining capacity of the forced sewer line.
- k. Revised Code of Washington Title 19 Chapter 19.122.027 requires that owners of underground facilities located within right of way must subscribe to the One-number locator service, which is part of the Washington 811 system. Subscription is through the Underground Utility Notification Center (UULC), 877-668-4001, ordatabase@occinc.com. Request a Member Packet. The owners of the Smith and Hanson properties, and any subdivision thereof, shall register and subscribe to the service. Subscription is to be maintained until the forced sewer line is abandoned and rendered inoperable. Registrations and subscription should be through the HOA, which shall select one owner to be the contact person for the city and locator service. This shall occur within 30 days of the recording of this agreement, and no building permit shall be issued for the subject property until this is accomplished.
6. **Binding Covenant.** This agreement constitutes a covenant running with the real property described above. The obligations of the Owners set forth herein are cumulative, and in addition to any other obligations provided by law.
7. **Specific Enforcement.** The City or property owners may enforce this agreement through any means available at law, including specific performance.
8. **Successors.** This agreement shall be binding on the heirs, devisees, assigns, and successors in interest of the Owners, including purchasers of individual lots within the development, if allowed. The person(s) whose names are subscribed herein do hereby certify that they are the sole holders of fee simple interest in the above-described property.
9. **Notices.** Notices required to be in writing under this agreement shall be given by deposit hereof in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or upon personal service thereof if otherwise given.

10. **Future Improvements.** In the event the City of Sedro-Woolley or its successor should construct a regional sewer improvement benefiting the above-described real property, then the Owners shall connect thereto, and participate in the cost thereof on the same basis as other similarly situated owners, notwithstanding the benefit received by connecting to the forced sewer line.

DATED this 12TH day of JULY, 2017.

OWNER:

HANSON FAMILY INVESTMENTS, LLC

Ronald A. Smith
Donald A. Smith

By: [Signature]
Managing Member

[Signature]
Cherie Ann Donovan Smith

CITY OF SEDRO-WOOLLEY

Attest:

By: Keith L. Wagone
Mayor

[Signature]
City Clerk Deputy Clerk

Approved:

[Signature]
City Planning Director
Approved as to Form:

[Signature]
City Attorney

STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAGIT)

On this 13th day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Keith L. Wagner and Christine A. Saksena to me known to be the Mayor and City Clerk, respectively, who executed the foregoing instrument of behalf of said City, and acknowledged to me that he signed and sealed the said instrument the free and voluntary act and deed of said municipal corporation, for the uses and purposes mentioned herein, and with full authority to sign therefore.

WITNESS my hand and official seal hereto affixed the day and year above written.



Cheryl A Brue
NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley
My commission expires: 9/30/17
Print Name: Cheryl A Brue

STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAGIT)

On this 12 day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donald A. Smith to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument his free and voluntary act and deed for the uses and purposes mentioned herein.

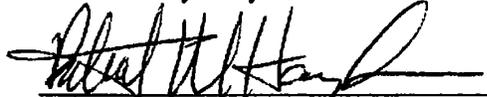
WITNESS my hand and official seal hereto affixed the day and year above written.

Patrick A. [Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley
My commission expires: 9/29/21
Print Name: Patrick A. [Signature]

STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAGIT)

On this 12 day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cherie Ann Donovan Smith to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument his free and voluntary act and deed for the uses and purposes mentioned herein.

WITNESS my hand and official seal hereto affixed the day and year above written.


NOTARY PUBLIC in and for the State of Washington, residing at Sebro-Woolley
My commission expires: 4.27.21
Print Name: Petrick M Hayden

STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAGIT)

On this 29 day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darlene Hanson, known to me to be the managing member of Hanson Family Investments, LLC, described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as the free and voluntary act and deed of said LLC for the uses and purposes mentioned herein.

WITNESS my hand and official seal hereto affixed the day and year above written.


NOTARY PUBLIC in and for the State of Washington, residing at Sebro-Woolley
My commission expires: 4.27.21
Print Name: Petrick M Hayden



UNOFFICIAL INSTRUMENT

EXHIBIT A**Hanson Family Investments, LLC
Legal Description (P36506)**

PARCEL A OF SURVEY AF#200608220050 AKA LOT 4 OF SEDRO WOOLLEY SHORT PLAT # SW-0286 AS APPROVED DECEMBER 13, 1985, AND RECORDED DECEMBER 17, 1985, IN VOLUME 7 OF SHORT PLATS, PAGE 60, UNDER AF#8512170015, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF LOT 1 OF SEDRO WOOLLEY SHORT PLAT # 05-94 AS RECORDED IN VOLUME 12 OF SHORT PLATS AT PAGE 31 UNDER AF#9509210102, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: A 13.61 FEET WIDE STRIP OF LAND LYING BETWEEN SAPP ROAD AND THE NORTH LINE OF SAID LOT 1, AND LYING ADJACENT TO, CONTIGUOUS WITH AND ON THE SOUTHWESTERLY SIDE OF THE NORTHEASTERLY LINE OF SAID LOT 1.

Situated in Skagit County, Washington.

EXHIBIT B

**Donald A. Smith and Cherie Ann Donovan Smith
Legal Description (P107812)**

Lot 4 of Sedro-Woolley Short Plat No. SW-05-94, approved August 18, 1995, recorded September 21, 1995, in Volume 12, page 31 of Short Plats, under Auditor's File No. 9509210102, being a portion of the Southwest ¼ and the Southeast ¼ of Section 13, Township 35 North, Range 4 East, W.M.

Situated in the City of Sedro Woolley, County of Skagit, State of Washington.

EXHIBIT C

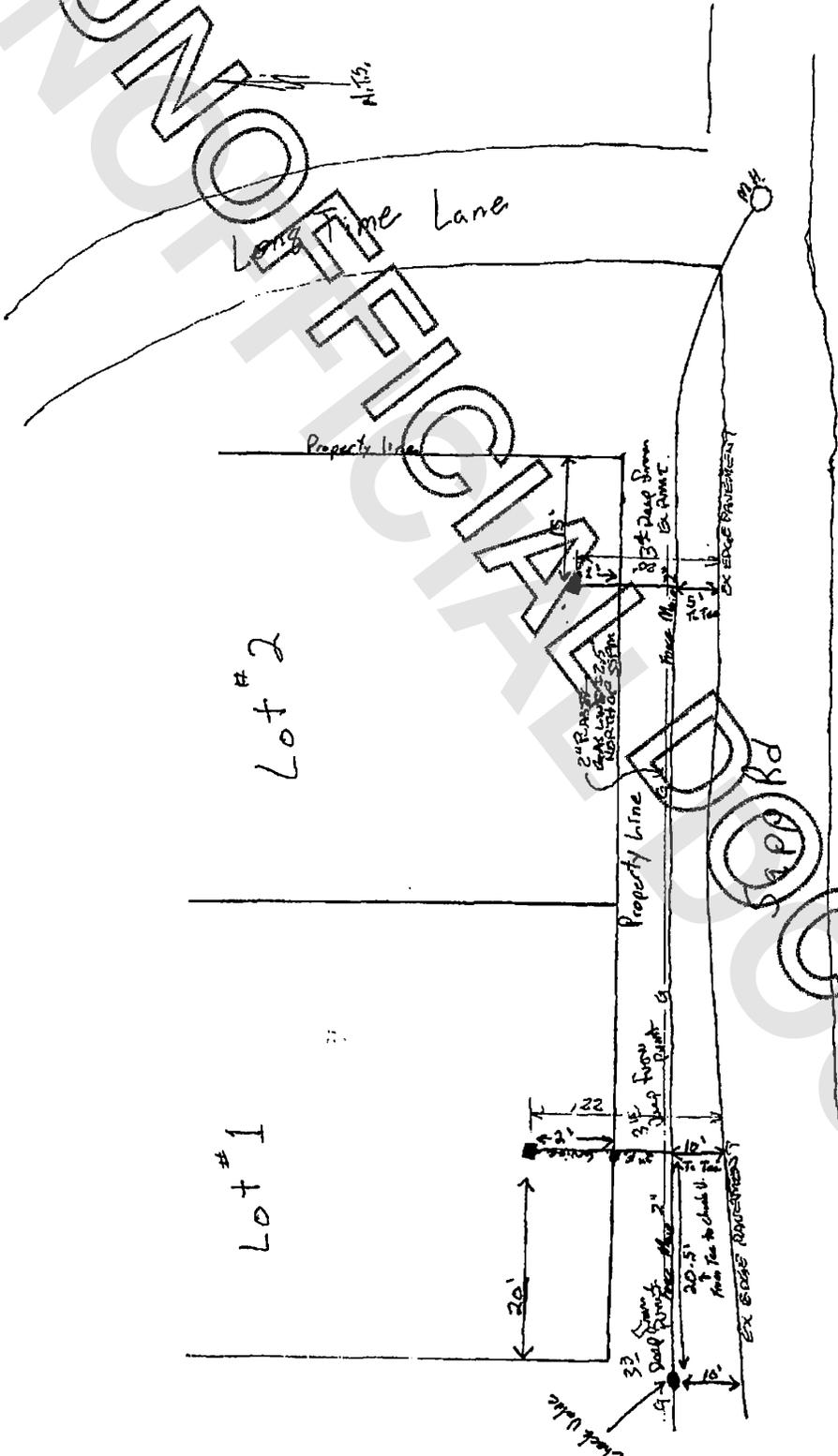
Diagram of Forced Sewer Line Including Locations on Owner's Properties

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

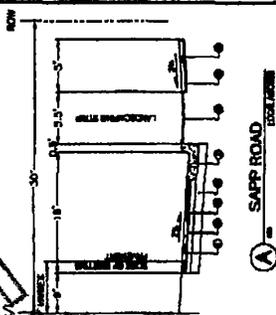
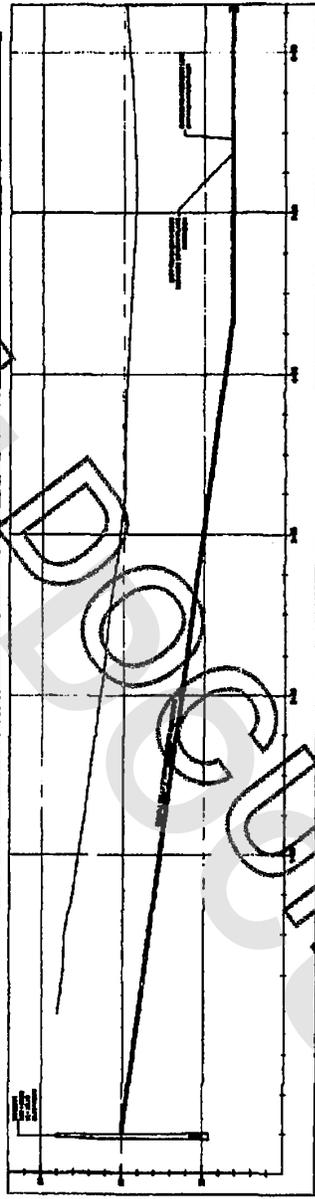
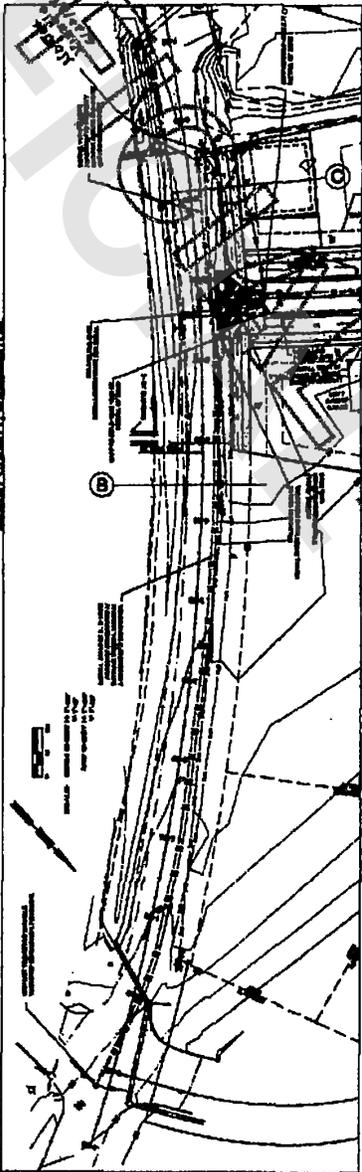
6/16/17

HAUKSON STREET PLAT
2016-312



PRELIMINARY PLAT OF SAPP PLACE

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND NORTHEAST 1/4 OF SECTION 41, TOWNSHIP 38 NORTH, RANGE 2 EAST, N.M.P., SNAPE COUNTY, WASHINGTON



- NOTES:**
1. OWNER TO MAINTAIN EXISTING UTILITY LINES.
 2. CONSIDER ALL UTILITIES TO BE DELETED UNLESS OTHERWISE NOTED.
 3. CONSIDER ALL UTILITIES TO BE DELETED UNLESS OTHERWISE NOTED.
 4. CONSIDER ALL UTILITIES TO BE DELETED UNLESS OTHERWISE NOTED.
 5. CONSIDER ALL UTILITIES TO BE DELETED UNLESS OTHERWISE NOTED.
 6. CONSIDER ALL UTILITIES TO BE DELETED UNLESS OTHERWISE NOTED.
 7. CONSIDER ALL UTILITIES TO BE DELETED UNLESS OTHERWISE NOTED.
 8. CONSIDER ALL UTILITIES TO BE DELETED UNLESS OTHERWISE NOTED.

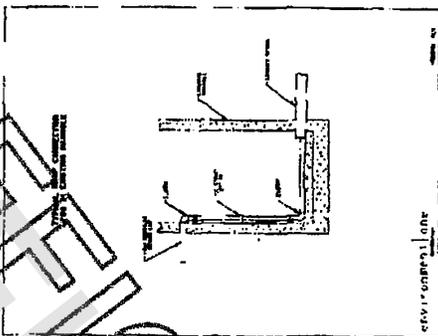
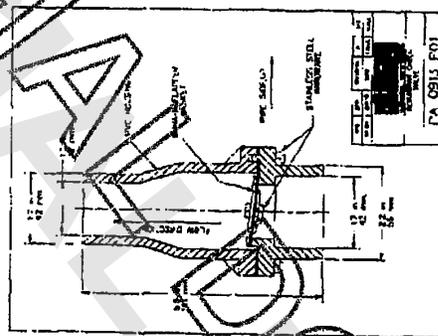
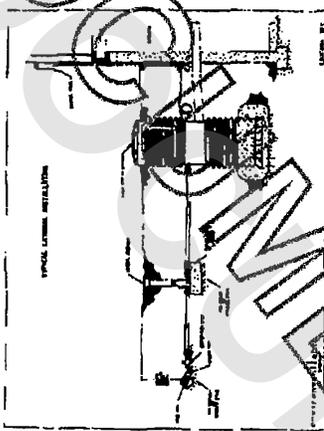
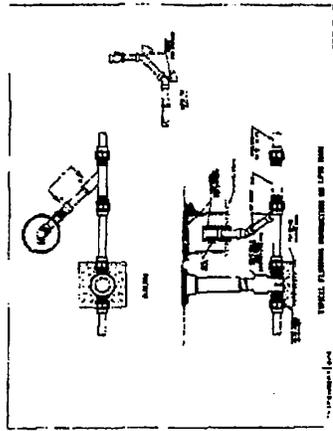
CAUTION
 THIS IS A PRELIMINARY PLAT
 AND SHOULD NOT BE USED FOR
 CONSTRUCTION WITHOUT THE
 APPROVAL OF THE ENGINEER.



PRELIMINARY PLAT OF SAPP PLACE A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND NORTHEAST 1/4 OF SECTION 41, TOWNSHIP 38 NORTH, RANGE 2 EAST, N.M.P., SNAPE COUNTY, WASHINGTON		CIVIL ENGINEERING PLANS PROPOSED ROAD PLAT AND PROFILE AUGUST 2017	
DATE: 08/15/17	SCALE: AS SHOWN	PROJECT: PRELIMINARY PLAT OF SAPP PLACE	DATE: 08/15/17
ENGINEER: MATTHEW BLANKENHORN AND ENGINEERING 1000 1/2 AVENUE SOUTH, SUITE 100 TACOMA, WA 98402		DATE: 08/15/17	

PRELIMINARY PLAT OF SAPP PLACE

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 32 NORTH, RANGE 4 EAST, W2M, SUSAUT COUNTY, WASHINGTON.



CAUTION
 THIS IS A PRELIMINARY PLAT
 AND SHOULD NOT BE USED FOR
 CONSTRUCTION OR RECORDING
 WITHOUT THE APPROVAL OF THE
 ENGINEER OF RECORD.



<p>STATE OF WASHINGTON PROFESSIONAL ENGINEERING BOARD</p>	<p>PA 0913 F01</p>	<p>DATE: 08/20/19 TIME: 11:43 AM</p>	<p>PROJECT: PRELIMINARY PLAT OF SAPP PLACE A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 32 NORTH, RANGE 4 EAST, W2M, SUSAUT COUNTY, WASHINGTON.</p>	<p>CIVIL ENGINEERING PLANS PRELIMINARY DETAILS AUGUST 2019</p>	<p>DATE: 08/20/19 TIME: 11:43 AM</p>
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Exhibit C

Permanent Stormwater Control Facilities Operation and Maintenance (O&M) Manual

for:

Woodrow Place Plat

Located at:
310-333 Woodrow Place

Prepared for:
BYK Construction

Prepared by:
Sound Development Group, LLC

*Grantor – BYK Construction
PO Box 619
Sedro-Woolley, WA 98284*

*Grantee – Sedro-Woolley Public
Parcel Number – P107812
Sec/Twp/Rng - Section 13, Township 35 North, Range 4 East*



STORMWATER SYSTEM MAINTENANCE PLAN FOR Plat of Woodrow Place

1.0 Introduction

The intent of this stormwater maintenance manual is to provide the owners and HOA, assistance in performing proper maintenance of their stormwater facilities.

The stormwater drainage system designed and constructed for the Plat of Woodrow Place, is located on the west and north plat boundaries as well as within the right of way of Woodrow Lane.

Maintenance of the drainage system is of primary importance in order to ensure that the infiltration trenches function as originally designed. It is the sole responsibility of the property owners to maintain and repair the systems, as required.

The system shall be maintained in conformity with applicable sections of the Stormwater Management Manual for Western Washington (excerpts attached), and the requirements of the City of Sedro-Woolley. See attached checklists for requirements.

Stormwater management facilities onsite consist of collection and conveyance systems, infiltration/French drains and treatment facilities. The combination will convey and treat the stormwater runoff from the site, as well as infiltrate the water into the existing native soils.

Record construction drawings are attached in Appendix B, and should be consulted for pipe size and material, and existing easements.

Record Construction drawings should be consulted during maintenance, inspection and repair activities.

2.0 Stormwater Management Facilities

It is useful to have a general knowledge of how the stormwater management facilities on site function, to better understand the facility's maintenance requirements. There are three components to the existing system: collection / conveyance, quantity and quality control.

The on-site permanent stormwater facilities to be maintained by the plat of Woodrow Place consist of french drains, bioretention cells and associated plantings.

2.1 Collection and Conveyance Systems

Collection and conveyance systems intercept and transport stormwater, and consist of catch basin inlets, sidewalk drain that collects water, swales/ditches/French drains and pipes (solid and perforated) that convey the water. Stormwater conveyance systems are designed to provide adequate capacity for the site. Typical failures include reduced capacity due to clogged catch basin grates. Plugging commonly occurs due to sediment and large debris washed down from adjacent surfaces. Reduced conveyance system capacity can result in localized flooding.

2.2 Stormwater Quality Control (Bioretention Cell)

Stormwater treatment facilities onsite provide sediment settling and filtration through treatment soils and vegetation. Stormwater treatment facilities have limited treatment capability, and are not intended to replace proper site management. The most effective technique for reducing pollutant discharge from the site is to provide good housekeeping through source control Best Management Practices, provided in Appendix A.

2.3 Stormwater Quantity Control

Stormwater flow control facilities onsite provide mitigation for the additional runoff that the development will create. Stormwater control facilities are engineered to detain and infiltrate stormwater runoff.

3.0 Facility Descriptions

Each of the following subsections includes a facility description. The required maintenance and checklists can be found in Appendices D through H – Maintenance Checklists.

The underground infiltration facilities have no direct maintenance available. This is why maintaining the facilities up stream of the infiltration, is so important.

- 3.1 Catch Basins / Area Drains / Sidewalk Drains
- 3.2 Fencing / Shrubbery / Landscaping
- 3.3 Roof Downspouts
- 3.4 Bioretention Cells
- 3.5 French Drains

3.1 Catch Basins / Area Drains / Sidewalk Drains

Catch basins are underground concrete structures typically provided with a slotted grate to collect stormwater runoff and route it through underground pipes.

A Type 1 and 1L are rectangular structures, utilized when the connected pipes are less than 18" in diameter and the depth from the grate to the bottom of the lowest pipe is less than 5 feet.

A Type 2 catch basin is a round structure, ranging in diameter of 4 to 8 feet, and is utilized when the connecting pipes are 18" or greater in diameter, or the depth from grate to bottom of the lowest pipe exceeds 5 feet. They will typically have a ladder mounted on the inside of the structure to allow for access and maintenance.

A Burlington basin or other localized area drain is a small rectangular or round structure, utilized at intersections or directional changes for roofdrains, yard drains, or other small diameter pipes.

A cleanout is an access point to a junction or end of pipe. It is typically the same diameter of the pipe it is connected to, and gives access for flow observation, water level observation (in underground infiltration systems) and the ability to flush a pipe out with high velocity flow.

A sidewalk drain catches the water at the curb line, and conveys it through/under the sidewalk walking surface; there is one sidewalk drain onsite, that conveys stormwater to the bioretention cell.

All catch basin types typically provide a storage volume below the outlet pipe, called a sump, to allow sediments and debris to settle out of the stormwater runoff.

The most common cleaning method for catch basin sumps is to utilize a truck with a tank and vacuum hose (vactor truck) to remove sediment and debris buildup from the sump. Catch basins are an enclosed space, where vapors can accumulate. If the inspection or cleaning requires entering the catch basin, it should be conducted by an individual with training and certification in working in hazardous, confined spaces.

There are five (5) Type I or IL catch basins on-site.

3.2 Shrubbery / Landscaping

Landscaping is an essential component of stormwater management. Bare soil areas generate higher levels of stormwater runoff and sedimentation in stormwater facilities. There are many landscaped areas on site that are prone to erosion if not maintained.

Landscaping and vegetation should be maintained, deleterious plants and materials removed. Erosion or other types of soil disturbance should be remedied on a regular basis, and new mulch applied yearly.

See Appendix E for maintenance items and schedule.

3.3 Building Downspouts

Building downspouts connect the building's roof gutters to infiltration systems located on each respective Lot. Due to minimal pipe slope from the downspout pipe to the underground storm system, these need to be inspected each year and jetted if a build up of deleterious material is found. Jetting shall occur from the cleanout to a downstream CB or cleanout, prior to the infiltration system. Jetting shall not occur through perforated storm pipe.

Gutters must be maintained and kept clean and free of silt and deleterious organics.

Individual Lot owners are responsible for their system, to ensure it functions properly.

See Appendix F for maintenance items and schedule.

3.4 Bioretention Cells

Bioretention cells are localized depressions within the landscaped areas, that can collect runoff from the adjoining impervious areas. These shallow ponding areas are constructed with an engineered soil mix and plantings, that treat the stormwater as the stormwater infiltrates through the system's soils, into an underlying rock reservoir and pipe underdrain.

The bioretention cells both treat the stormwater they catch, and provide detention within the cell and underlying rock reservoir, while infiltration into the underlying soils occurs.

There is one bioretention cell on site. Typical maintenance of bioretention cells includes removal of trash, debris, deleterious plants/weeds, soil maintenance, and renewal of plants and mulch/organic soils within the bottom.

See Appendix G for maintenance items and schedule.

3.5 French Drain

French Drains are localized depressions within the landscaped areas, that can collect runoff from the adjoining areas, particularly upstream run-on. These drains are constructed with a rock reservoir and perforated pipe underdrain, that can infiltrate some of the run-on, and convey the remainder through the site without negative impact. There are two french drains onsite: one along the westerly sides of Lots 1-4, and one along the northerly sides of Lots 6-7.

See Appendix H for maintenance items and schedule.

4.0 Maintenance Responsibilities and Reporting

All permanent stormwater facilities: conveyance systems with catch basins and pipes, infiltration galleries, bioretention cells and French drains, both within the road right-of-way and on tracts and lots, shall be maintained in perpetuity in a manner that allows them to function as originally designed.

The owner, its designated representative (third-party) or homeowner's association, is solely responsible for the inspection, maintenance, repair and replacement of all private permanent stormwater facilities located within the plat, and any and all costs associated therewith.

The owner, association, or its designated representative shall submit an annual operation and maintenance report for the permanent stormwater facilities, to the City of Sedro-Woolley Public Works Department, on or before March 31st of each year for the previous year's inspections and maintenance activities. The report shall include any remedial actions taken, how the actions were completed, who performed them, any problems encountered and any required follow-up actions such as maintenance, repair or replacement. Annual report and other maintenance records shall be maintained on-site and available to the City upon request.

The City shall have the right to enter onto the property for inspection and compliance purposes. Should inspection reports (either by the property owner/association or by the City) indicate the permanent stormwater facilities are not being properly maintained, or show signs of failure and the property owner has not remedied any maintenance standards exceedances, the City of Sedro-Woolley reserves the right but not the obligation to perform work that is necessary to maintain the permanent stormwater facilities that have not been maintained by the property owner or association, and recover any and all costs so incurred by the City from the property owner or association. Failure to properly maintain the permanent stormwater facilities may also result in City levied fines in accordance with Sedro-Woolley Municipal Code Title 13, Chapter 13.40.

5.0 Source Control Best Management Practices

Source control Best Management Practices address multiple situations that may occur at the proposed development. Source control of pollution can prevent damage to the onsite stormwater system and its components. Source control Best Management Practices can be found in Appendix A, and are listed below:

- Landscaping and Lawn/Vegetation Management (S411 BMP)
- Maintenance of Stormwater Drainage and Treatment Systems (S417 BMP)
- Roof / Building Drains at Manufacturing and Commercial Buildings (S424 BMP)
- Spills of Oil and Hazardous Substances (S426 BMP)

Appendix A – Source Control Best Management Practices

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Applicable Operational BMPs:

- Eliminate unpermitted wastewater discharges to storm sewer, ground water, or surface water.
- Convey unpermitted discharges to a sanitary sewer if allowed by the local sewer authority, or to other approved treatment.
- Obtain appropriate state and local permits for these discharges.

Recommended Additional Operational BMPs: At commercial and industrial facilities, conduct a survey of wastewater discharge connections to storm drains and to surface water as follows:

- Conduct a field survey of buildings, particularly older buildings, and other industrial areas to locate storm drains from buildings and paved surfaces. Note where these join the public storm drain(s).
- During non-stormwater conditions inspect each storm drain for non-stormwater discharges. Record the locations of all non-stormwater discharges. Include all permitted discharges.
- If useful, prepare a map of each area. Show on the map the known location of storm sewers, sanitary sewers, and permitted and unpermitted discharges. Aerial photos may be useful. Check records such as piping schematics to identify known side sewer connections and show these on the map. Consider using smoke, dye, or chemical analysis tests to detect connections between two conveyance systems (e.g., process water and stormwater). If desirable, conduct TV inspections of the storm drains and record the footage on videotape.
- Compare the observed locations of connections with the information on the map and revise the map accordingly. Note suspect connections that are inconsistent with the field survey.
- Identify all connections to storm sewers or to surface water and take the actions specified above as applicable BMPs.

S411 BMPs for Landscaping and Lawn/ Vegetation Management

Description of Pollutant Sources: Landscaping can include grading, soil transfer, vegetation removal, pesticide and fertilizer applications, and watering. Stormwater contaminants include toxic organic compounds, heavy metals, oils, total suspended solids, coliform bacteria, fertilizers, and pesticides.

Lawn and vegetation management can include control of objectionable weeds, insects, mold, bacteria, and other pests with pesticides. Examples include weed control on golf course lawns, access roads, and utility corridors and during landscaping; sap stain and insect control on lumber and logs; rooftop moss removal; killing nuisance rodents; fungicide application to patio decks, and residential lawn/plant care. It is possible to

release toxic pesticides such as pentachlorophenol, carbamates, and organometallics to the environment by leaching and dripping from treated parts, container leaks, product misuse, and outside storage of pesticide contaminated materials and equipment. Poor management of the vegetation and poor application of pesticides or fertilizers can cause appreciable stormwater contamination.

Pollutant Control Approach: Control of fertilizer and pesticide applications, soil erosion, and site debris to prevent contamination of stormwater.

Develop and implement an Integrated Pest Management Plan (IPM) and use pesticides only as a last resort. Carefully apply pesticides/ herbicides, in accordance with label instructions. Maintain appropriate vegetation, with proper fertilizer application where practicable, to control erosion and the discharge of stormwater pollutants. Where practicable grow plant species appropriate for the site, or adjust the soil properties of the subject site to grow desired plant species.

Applicable Operational BMPs for Landscaping:

- Install engineered soil/landscape systems to improve the infiltration and regulation of stormwater in landscaped areas.
- Do not dispose of collected vegetation into waterways or storm sewer systems.

Recommended Additional Operational BMPs for Landscaping:

- Conduct mulch-mowing whenever practicable
- Dispose of grass clippings, leaves, sticks, or other collected vegetation, by composting, if feasible.
- Use mulch or other erosion control measures on soils exposed for more than one week during the dry season or two days during the rainy season.
- Store and maintain appropriate oil and chemical spill cleanup materials in readily accessible locations when using oil or other chemicals. Ensure that employees are familiar with proper spill cleanup procedures.
- Till fertilizers into the soil rather than dumping or broadcasting onto the surface. Determine the proper fertilizer application rate for the types of soil and vegetation encountered.
- Till a topsoil mix or composted organic material into the soil to create a well-mixed transition layer that encourages deeper root systems and drought-resistant plants.
- Use manual and/or mechanical methods of vegetation removal rather than applying herbicides, where practical.

Applicable Operational BMPs for the Use of Pesticides:

- Develop and implement an IPM (See section on IPM in *Applicable Operational BMPs for Vegetation Management*) and use pesticides only as a last resort.
- Implement a pesticide-use plan and include at a minimum: a list of selected pesticides and their specific uses; brands, formulations, application methods and quantities to be used; equipment use and maintenance procedures; safety, storage, and disposal methods; and monitoring, record keeping, and public notice procedures. All procedures shall conform to the requirements of Chapter 17.21 RCW and Chapter 16-228 WAC (Appendix IV-D R.7).
- Choose the least toxic pesticide available that is capable of reducing the infestation to acceptable levels. The pesticide should readily degrade in the environment and/or have properties that strongly bind it to the soil. Conduct any pest control activity at the life stage when the pest is most vulnerable. For example, if it is necessary to use a Bacillus thuringiensis application to control tent caterpillars, apply it to the material before the caterpillars cocoon or it will be ineffective. Any method used should be site-specific and not used wholesale over a wide area.
- Apply the pesticide according to label directions. Do not apply pesticides in quantities that exceed manufacturer's instructions.
- Mix the pesticides and clean the application equipment in an area where accidental spills will not enter surface or ground waters, and will not contaminate the soil.
- Store pesticides in enclosed areas or in covered impervious containment. Do not discharge pesticide contaminated stormwater or spills/leaks of pesticides to storm sewers. Do not hose down the paved areas to a storm sewer or conveyance ditch. Store and maintain appropriate spill cleanup materials in a location known to all near the storage area.
- Clean up any spilled pesticides. Keep pesticide contaminated waste materials in designated covered and contained areas.
- The pesticide application equipment must be capable of immediate shutoff in the event of an emergency.
- Spraying pesticides within 100 feet of open waters including wetlands, ponds, and rivers, streams, creeks, sloughs and any drainage ditch or channel that leads to open water may have additional regulatory requirements beyond just following the pesticide product label. Additional requirements may include:
 - Obtaining a discharge permit from Ecology.
 - Obtaining a permit from the local jurisdiction.
 - Using an aquatic labeled pesticide.

- Flag all sensitive areas including wells, creeks, and wetlands prior to spraying.
- Post notices and delineate the spray area prior to the application, as required by the local jurisdiction or by Ecology.
- Conduct spray applications during weather conditions as specified in the label direction and applicable local and state regulations. Do not apply during rain or immediately before expected rain.

Recommended Additional Operational BMPs for the use of pesticides:

- Consider alternatives to the use of pesticides such as covering or harvesting weeds, substitute vegetative growth, and manual weed control/moss removal.
- Consider the use of soil amendments, such as compost, that are known to control some common diseases in plants, such as Pythium root rot, ashy stem blight, and parasitic nematodes. The following are three possible mechanisms for disease control by compost addition (USEPA Publication 530-F-9-044):
 1. Successful competition for nutrients by antibiotic production;
 2. Successful predation against pathogens by beneficial microorganism; and
 3. Activation of disease-resistant genes in plants by composts.

Installing an amended soil/landscape system can preserve both the plant system and the soil system more effectively. This type of approach provides a soil/landscape system with adequate depth, permeability, and organic matter to sustain itself and continue working as an effective stormwater infiltration system and a sustainable nutrient cycle.

- Once a pesticide is applied, evaluate its effectiveness for possible improvement. Records should be kept showing the effectiveness of the pesticides considered.
- Develop an annual evaluation procedure including a review of the effectiveness of pesticide applications, impact on buffers and sensitive areas (including potable wells), public concerns, and recent toxicological information on pesticides used/proposed for use. If individual or public potable wells are located in the proximity of commercial pesticide applications, contact the regional Ecology hydrogeologist to determine if additional pesticide application control measures are necessary.
- Rinseate from equipment cleaning and/or triple-rinsing of pesticide containers should be used as product or recycled into product.

For more information, contact the Washington State University (WSU) Extension Home-Assist Program, (253) 445-4556, or Bio-Integral Resource Center (BIRC), P.O. Box 7414, Berkeley, CA.94707, or EPA to

obtain a publication entitled "Suspended, Canceled, and Restricted Pesticides" which lists all restricted pesticides and the specific uses that are allowed.

Applicable Operational BMPs for Vegetation Management:

- Use at least an eight-inch "topsoil" layer with at least 8 percent organic matter to provide a sufficient vegetation-growing medium. Amending existing landscapes and turf systems by increasing the percent organic matter and depth of topsoil can substantially improve the permeability of the soil, the disease and drought resistance of the vegetation, and reduce fertilizer demand. This reduces the demand for fertilizers, herbicides, and pesticides. Organic matter is the least water-soluble form of nutrients that can be added to the soil. Composted organic matter generally releases only between 2 and 10 percent of its total nitrogen annually, and this release corresponds closely to the plant growth cycle. Return natural plant debris and mulch to the soil, to continue recycling nutrients indefinitely.
- Select the appropriate turfgrass mixture for the climate and soil type. Certain tall fescues and rye grasses resist insect attack because the symbiotic endophytic fungi found naturally in their tissues repel or kill common leaf and stem-eating lawn insects. However, they do not, repel root-feeding lawn pests such as Crane Fly larvae, and are toxic to ruminants such as cattle and sheep. The fungus causes no known adverse effects to the host plant or to humans. Endophytic grasses are commercially available; use them in areas such as parks or golf courses where grazing does not occur. Local agricultural or gardening resources such as Washington State University Extension office can offer advice on which types of grass are best suited to the area and soil type.
- Use the following seeding and planting BMPs, or equivalent BMPs to obtain information on grass mixtures, temporary and permanent seeding procedures, maintenance of a recently planted area, and fertilizer application rates: *Temporary and Permanent Seeding, Mulching, Plastic Covering, and Sodding* as described in Volume II.
- Adjusting the soil properties of the subject site can assist in selection of desired plant species. For example, design a constructed wetland to resist the invasion of reed canary grass by layering specific strata of organic matters (e.g., composted forest product residuals) and creating a mildly acidic pH and carbon-rich soil medium. Consult a soil restoration specialist for site-specific conditions.
- Aerate lawns regularly in areas of heavy use where the soil tends to become compacted. Conduct aeration while the grasses in the lawn are growing most vigorously. Remove layers of thatch greater than 3/4-inch deep.

- Mowing is a stress-creating activity for turfgrass. Grass decreases its productivity when mown too short and there is less growth of roots and rhizomes. The turf becomes less tolerant of environmental stresses, more disease prone and more reliant on outside means such as pesticides, fertilizers, and irrigation to remain healthy. Set the mowing height at the highest acceptable level and mow at times and intervals designed to minimize stress on the turf. Generally mowing only 1/3 of the grass blade height will prevent stressing the turf.

Irrigation:

- The depth from which a plant normally extracts water depends on the rooting depth of the plant. Appropriately irrigated lawn grasses normally root in the top 6 to 12 inches of soil; lawns irrigated on a daily basis often root only in the top 1 inch of soil. Improper irrigation can encourage pest problems, leach nutrients, and make a lawn completely dependent on artificial watering. The amount of water applied depends on the normal rooting depth of the turfgrass species used, the available water holding capacity of the soil, and the efficiency of the irrigation system. Consult with the local water utility, Conservation District, or Cooperative Extension office to help determine optimum irrigation practices.

Fertilizer Management:

- Turfgrass is most responsive to nitrogen fertilization, followed by potassium and phosphorus. Fertilization needs vary by site depending on plant, soil, and climatic conditions. Evaluation of soil nutrient levels through regular testing ensures the best possible efficiency and economy of fertilization. For details on soils testing, contact the local Conservation District, a soils testing professional, or a Washington State University Extension office.
- Apply fertilizers in amounts appropriate for the target vegetation and at the time of year that minimizes losses to surface and ground waters. Do not fertilize when the soil is dry. Alternatively, do not apply fertilizers within three days prior to predicted rainfall. The longer the period between fertilizer application and either rainfall or irrigation, the less fertilizer runoff occurs.
- Use slow release fertilizers such as methylene urea, IDBU, or resin coated fertilizers when appropriate, generally in the spring. Use of slow release fertilizers is especially important in areas with sandy or gravelly soils.
- Time the fertilizer application to periods of maximum plant uptake. Ecology generally recommends application in the fall and spring, although Washington State University turf specialists recommend four fertilizer applications per year.

- Properly trained persons should apply all fertilizers. Apply no fertilizer at commercial and industrial facilities, to grass swales, filter strips, or buffer areas that drain to sensitive water bodies unless approved by the local jurisdiction.

Integrated Pest Management

An IPM program might consist of the following steps:

Step 1: Correctly identify problem pests and understand their life cycle

Step 2: Establish tolerance thresholds for pests.

Step 3: Monitor to detect and prevent pest problems.

Step 4: Modify the maintenance program to promote healthy plants and discourage pests.

Step 5: Use cultural, physical, mechanical or biological controls first if pests exceed the tolerance thresholds.

Step 6: Evaluate and record the effectiveness of the control and modify maintenance practices to support lawn or landscape recovery and prevent recurrence.

For an elaboration of these steps, refer to [Appendix IV-F](#).

S412 BMPs for Loading and Unloading Areas for Liquid or Solid Material

Description of Pollutant Sources: Operators typically conduct loading/unloading of liquid and solid materials at industrial and commercial facilities at shipping and receiving, outside storage, fueling areas, etc. Materials transferred can include products, raw materials, intermediate products, waste materials, fuels, scrap metals, etc. Leaks and spills of fuels, oils, powders, organics, heavy metals, salts, acids, alkalis, etc. during transfer may cause stormwater contamination. Spills from hydraulic line breaks are a common problem at loading docks.

Pollutant Control Approach: Cover and contain the loading/unloading area where necessary to prevent run-on of stormwater and runoff of contaminated stormwater.

Applicable Operational BMPs:

At All Loading/ Unloading Areas:

- A significant amount of debris can accumulate at outside, uncovered loading/unloading areas. Sweep these surfaces frequently to remove loose material that could contaminate stormwater. Sweep areas temporarily covered after removal of the containers, logs, or other material covering the ground.
- Place drip pans, or other appropriate temporary containment device, at locations where leaks or spills may occur such as hose connections, hose reels and filler nozzles. Always use drip pans when making and

S417 BMPs for Maintenance of Stormwater Drainage and Treatment Systems

Description of Pollutant Sources: Facilities include roadside catch basins on arterials and within residential areas, conveyance systems, detention facilities such as ponds and vaults, oil/water separators, biofilters, settling basins, infiltration systems, and all other types of stormwater treatment systems presented in Volume V. Oil and grease, hydrocarbons, debris, heavy metals, sediments and contaminated water are found in catch basins, oil and water separators, settling basins, etc.

Pollutant Control Approach: Provide maintenance and cleaning of debris, sediments, and oil from stormwater collection, conveyance, and treatment systems to obtain proper operation.

Applicable Operational BMPs:

Maintain stormwater treatment facilities per the operations and maintenance (O&M) procedures presented in Section 4.6 of Volume V in addition to the following BMPs:

- Inspect and clean treatment BMPs, conveyance systems, and catch basins as needed, and determine necessary O&M improvements.
- Promptly repair any deterioration threatening the structural integrity of stormwater facilities. These include replacement of clean-out gates, catch basin lids, and rock in emergency spillways.
- Ensure adequacy of storm sewer capacities and prevent heavy sediment discharges to the sewer system.
- Regularly remove debris and sludge from BMPs used for peak-rate control, treatment, etc. and discharge to a sanitary sewer if approved by the sewer authority, or truck to an appropriate local or state government approved disposal site.
- Clean catch basins when the depth of deposits reaches 60 percent of the sump depth as measured from the bottom of basin to the invert of the lowest pipe into or out of the basin. However, in no case should there be less than six inches clearance from the debris surface to the invert of the lowest pipe. Some catch basins (for example, WSDOT Type 1L basins) may have as little as 12 inches sediment storage below the invert. These catch basins need frequent inspection and cleaning to prevent scouring. Where these catch basins are part of a stormwater collection and treatment system, the system

owner/operator may choose to concentrate maintenance efforts on downstream control devices as part of a systems approach.

- Clean woody debris in a catch basin as frequently as needed to ensure proper operation of the catchbasin.
- Post warning signs; “Dump No Waste - Drains to Ground Water,” “Streams,” “Lakes,” or emboss on or adjacent to all storm drain inlets *where possible*.
- Disposal of sediments and liquids from the catch basins must comply with “Recommendations for Management of Street Wastes” described in Appendix IV-G of this volume.

Additional Applicable BMPs: Select additional applicable BMPs from this chapter depending on the pollutant sources and activities conducted at the facility. Those BMPs include:

- S425 BMPs for Soil Erosion and Sediment Control at Industrial Sites
- S427 BMPs for Storage of Liquid, Food Waste, or Dangerous Waste Containers
- S406 BMPs for Spills of Oil and Hazardous Substances
- S410 BMPs for Illicit Connections to Storm Drains
- S430 BMPs for Urban Streets

S418 BMPs for Manufacturing Activities - Outside

Description of Pollutant Sources: Manufacturing pollutant sources include outside process areas, stack emissions, and areas where manufacturing activity has taken place in the past and significant exposed pollutant materials remain.

Pollution Control Approach: Cover and contain outside manufacturing and prevent stormwater run-on and contamination, where feasible.

Applicable Operational BMP:

- Sweep paved areas regularly, as needed, to prevent contamination of stormwater.
- Alter the activity by eliminating or minimizing the contamination of stormwater.
- **Applicable Structural Source Control BMPs:** Enclose the activity (see Figure 2.2.6): If possible, enclose the manufacturing activity in a building.
- Cover the activity and connect floor drains to a sanitary sewer, if approved by the local sewer authority. Berm or slope the floor as needed to prevent drainage of pollutants to outside areas. (Figure 2.2.7)

S424 BMPs for Roof/ Building Drains at Manufacturing and Commercial Buildings

Description of Pollutant Sources: Stormwater runoff from roofs and sides of manufacturing and commercial buildings can be sources of pollutants caused by leaching of roofing materials, building vents, and other air emission sources. Research has identified vapors and entrained liquid and solid droplets/particles as potential pollutants in roof/building runoff. Metals, solvents, acidic/alkaline pH, BOD, and organics, are some of the pollutant constituents identified.

Ecology has performed a study on zinc in industrial stormwater. The study is presented in Ecology Publication 08-10-025 *Suggested Practices to reduce Zinc Concentrations in Industrial Stormwater Discharges*, website: <http://www.ecy.wa.gov/biblio/0810025.html>. The user should refer to this document for more details on addressing zinc in stormwater.

Pollutant Control Approach: Evaluate the potential sources of stormwater pollutants and apply source control BMPs where feasible.

Applicable Operational Source Control BMPs:

- If leachates and/or emissions from buildings are suspected sources of stormwater pollutants, then sample and analyze the stormwater draining from the building.
- Sweep the area routinely to remove any zinc residuals.
- If a roof/building stormwater pollutant source is identified, implement appropriate source control measures such as air pollution control equipment, selection of materials, operational changes, material recycle, process changes, etc.

Applicable Structural Source Control BMPs:

- Paint/coat the galvanized surfaces as described in Ecology Publication # 08-10-025.

Applicable Treatment BMPs:

Treat runoff from roofs to the appropriate level. The facility may use enhanced treatment BMPs as described in Volume V of the SWMMWW. Some facilities regulated by the Industrial Stormwater General Permit, or local jurisdiction, may have requirements that cannot be achieved with enhanced treatment BMPs. In these cases, additional treatment measures may be required. A treatment method for meeting stringent requirements such as Chitosan-Enhanced Sand Filtration may be appropriate.

S425 BMPs for Soil Erosion and Sediment Control at Industrial Sites

Description of Pollutant Sources: Industrial activities on soil areas; exposed and disturbed soils; steep grading; etc. can be sources of sediments that can contaminate stormwater runoff.

Pollutant Control Approach: Limit the exposure of erodible soil, stabilize, or cover erodible soil where necessary to prevent erosion, and/or provide treatment for stormwater contaminated with TSS caused by eroded soil.

Applicable BMPs:

Cover Practice Options:

- Vegetative cover such as grass, trees, shrubs, on erodible soil areas.
- Covering with mats such as clear plastic, jute, synthetic fiber.
- Preservation of natural vegetation including grass, trees, shrubs, and vines.

Structural Practice Options:

- Vegetated swale
- Dike
- Silt fence
- Check dam
- Gravel filter berm
- Sedimentation basin
- Proper grading.

(For design information refer to Volume II, “Standards and Specifications for BMPs”).

S426 BMPs for Spills of Oil and Hazardous Substances

Description of Pollutant Sources: Federal law requires owners or operators of facilities engaged in drilling, producing, gathering, storing, processing, transferring, distributing, refining, or consuming oil and/or oil products to have a Spill Prevention and Emergency Cleanup Plan (SPECPlan). The SPECPlan is required if the above ground storage capacity of the facility, is 1,320 gallons or more of oil. Additionally, the SPECPlan is required if any single container with a capacity in excess of 660 gallons and which, due to their location, could reasonably be expected to discharge oil in harmful quantities, as defined in 40 CFR Part 110, into or upon the navigable waters of the United States or adjoining shorelines {40 CFR 112.1 (b)}. Onshore and offshore facilities, which, due to their location, could not reasonably be expected to discharge oil into or upon

the navigable waters of the United States or adjoining shorelines are exempt from these regulations {40 CFR 112.1(1)(i)}. State Law requires owners of businesses that produce dangerous wastes to have a SPECP. These businesses should refer to Appendix IV-D R.6. The federal definition of oil is oil of any kind or any form, including, but not limited to petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil.

Pollutant Control Approach: Maintain, update, and implement a Spill Prevention and Emergency Cleanup Plan.

Applicable Operational BMPs: The businesses and public agencies identified in Appendix IV-A required to prepare and implement a Spill Prevention and Emergency Cleanup Plan shall implement the following:

- Prepare a Spill Prevention and Emergency Cleanup Plan (SPECP), which includes:
 - A description of the facility including the owner's name and address.
 - The nature of the activity at the facility.
 - The general types of chemicals used or stored at the facility.
 - A site plan showing the location of storage areas for chemicals, the locations of storm drains, the areas draining to them, and the location and description of any devices to stop spills from leaving the site such as positive control valves.
 - Cleanup procedures.
 - Notification procedures used in the event of a spill, such as notifying key personnel. Agencies such as Ecology, local fire department, Washington State Patrol, and the local Sewer Authority, shall be notified.
 - The name of the designated person with overall spill cleanup and notification responsibility.
- Train key personnel in the implementation of the SPECP. Prepare a summary of the plan and post it at appropriate points in the building, identifying the spill cleanup coordinators, location of cleanup kits, and phone numbers of regulatory agencies to contact in the event of a spill.
- Update the SPECP regularly.
- Immediately notify Ecology, the local jurisdiction, and the local Sewer Authority if a spill may reach sanitary or storm sewers, ground water, or surface water, in accordance with federal and Ecology spill reporting requirements.

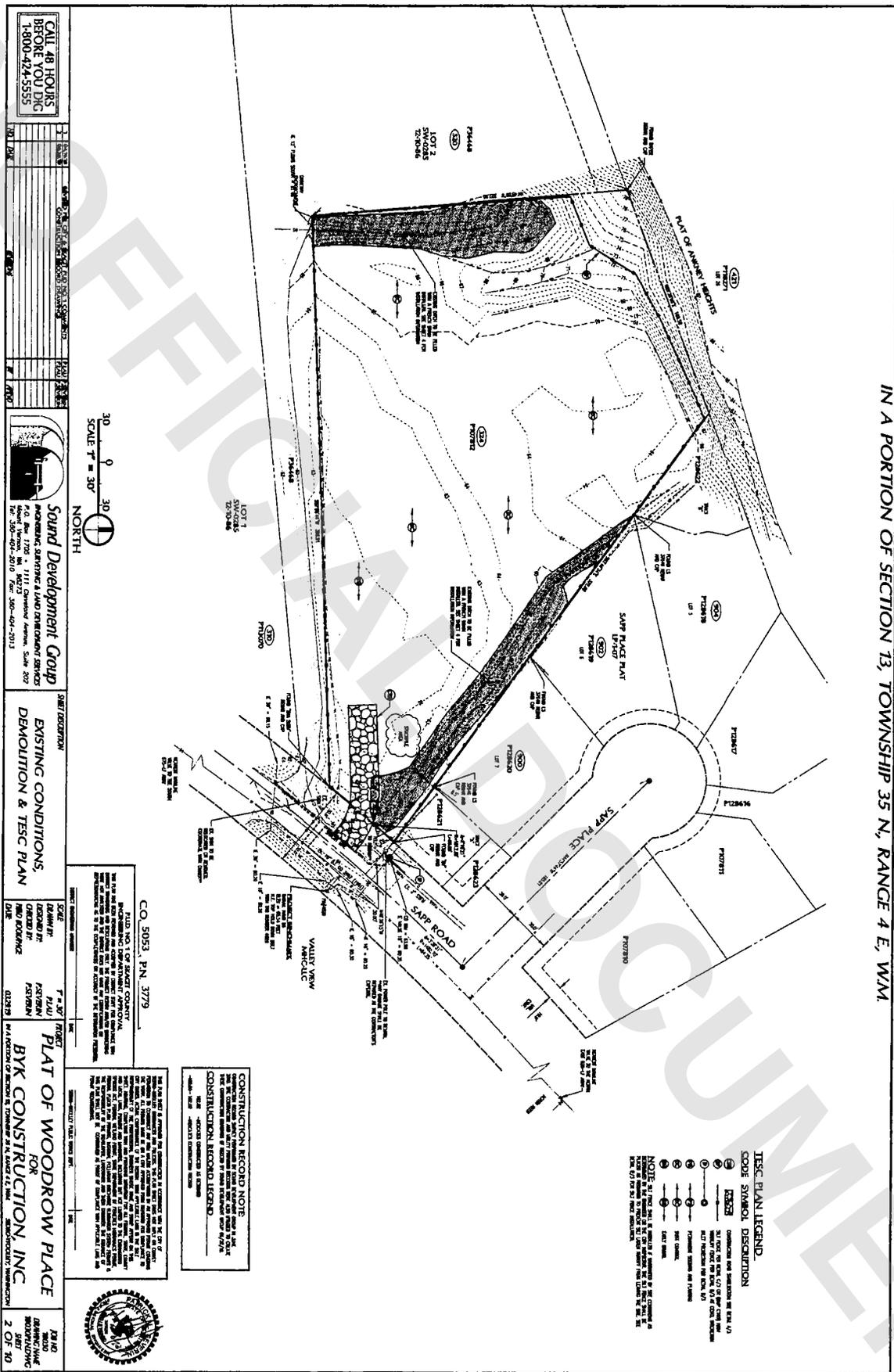
- Immediately clean up spills. Do not use emulsifiers for cleanup unless there is an appropriate disposal method for the resulting oily wastewater. Do not wash absorbent material down a floor drain or into a storm sewer.
- Locate emergency spill containment and cleanup kit(s) in high-potential spill areas. The contents of the kit shall be appropriate for the type and quantities of chemical liquids stored at the facility.

Recommended Additional Operational BMP: Spill kits should include appropriately lined drums, absorbent pads, and granular or powdered materials for neutralizing acids or alkaline liquids where applicable. In fueling areas: Package absorbent material in small bags for easy use and make available small drums for storage of absorbent and/or used absorbent. Deploy spill kits in a manner that allows rapid access and use by employees.

Appendix B – As-built Construction Plans

UNOFFICIAL DOCUMENT

IN A PORTION OF SECTION 13, TOWNSHIP 35 N., RANGE 4 E, WM



ISDC PLAN LEGEND

CODE SYMBOL	DESCRIPTION
(Symbol)	CONSTRUCTION AND DEMOLITION BY DATE (A)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (B)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (C)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (D)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (E)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (F)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (G)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (H)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (I)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (J)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (K)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (L)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (M)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (N)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (O)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (P)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (Q)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (R)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (S)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (T)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (U)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (V)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (W)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (X)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (Y)
(Symbol)	EXISTING CONSTRUCTION AND DEMOLITION BY DATE (Z)

NOTE: ALL SYMBOLS SHALL BE IDENTIFIED BY THE DATE OF CONSTRUCTION OR DEMOLITION. THE DATE SHALL BE THE DATE OF THE PERMIT APPLICATION. THE DATE SHALL BE THE DATE OF THE PERMIT APPLICATION. THE DATE SHALL BE THE DATE OF THE PERMIT APPLICATION.

CONSTRUCTION RECORD NOTE
THIS PLAN IS A RECORD OF THE CONSTRUCTION OF THE PROJECT. IT IS NOT A DESIGN OR SPECIFICATION. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT AND THE RECORD DRAWINGS. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT AND THE RECORD DRAWINGS. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT AND THE RECORD DRAWINGS.

CALL 48 HOURS BEFORE TYPING 1-800-44-5555

Sound Development Group
PROFESSIONAL SERVICES & LAND DEVELOPMENT SERVICES
1000 N. Market, Suite 202
Farmingdale, NY 11737
Tel: 516-467-2010 Fax: 516-467-2011

EXISTING CONDITIONS, DEMOLITION & TESC PLAN

DATE	SCALE	PROJECT	PROJECT
02/28/19	1" = 30'	PLAT OF WOODROW PLACE FOR BYK CONSTRUCTION, INC.	BYK CONSTRUCTION, INC.

CONSTRUCTION RECORD NOTE

CONSTRUCTION RECORD LEGEND

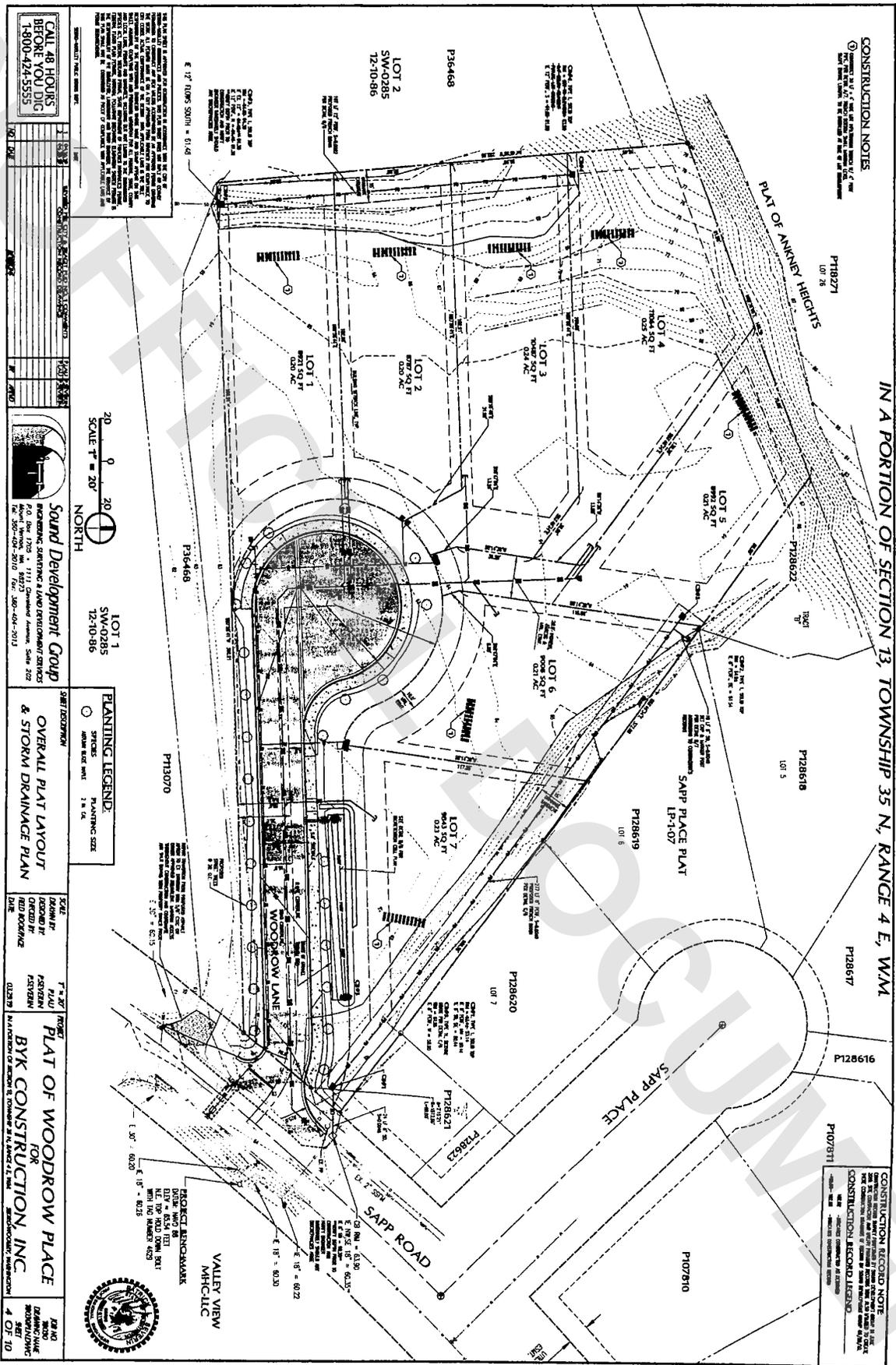
CONSTRUCTION RECORD NOTE

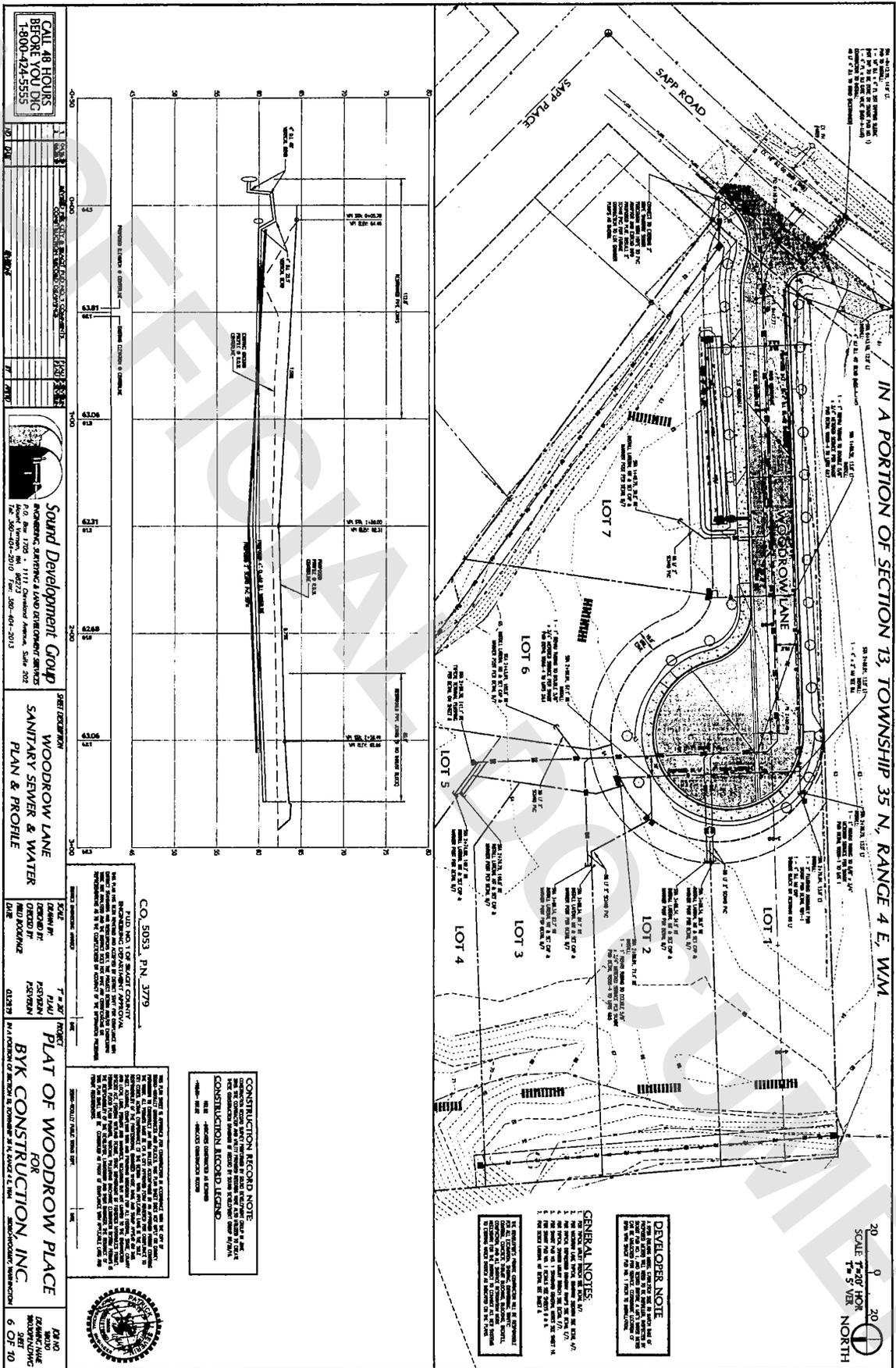
CONSTRUCTION RECORD LEGEND

CONSTRUCTION RECORD NOTE

CONSTRUCTION RECORD LEGEND







IN A PORTION OF SECTION 13, TOWNSHIP 35 N., RANGE 4 E, W.M.

Standard
PUB

STANDARD INSTALLATION OF
VALVE FROM VALVE BOX &
VALVE OPERATING UNIT DETAIL

APPROVED BY: [Signature]
DATE: [Blank]

STANDARD
WV-18

Standard
PUB

STANDARD INSTALLATION OF
VALVE FROM VALVE BOX &
VALVE OPERATING UNIT DETAIL

APPROVED BY: [Signature]
DATE: [Blank]

STANDARD
WV-18

Standard
PUB

TYPICAL TRIMMER RESTORATION SECTION

APPROVED BY: [Signature]
DATE: [Blank]

STANDARD
WT1-1

Standard
PUB

STANDARD INSTALLATION OF
VALVE FROM VALVE BOX &
VALVE OPERATING UNIT DETAIL

APPROVED BY: [Signature]
DATE: [Blank]

STANDARD
WVSS-1

Standard
PUB

STANDARD INSTALLATION OF
VALVE FROM VALVE BOX &
VALVE OPERATING UNIT DETAIL

APPROVED BY: [Signature]
DATE: [Blank]

STANDARD
WVSS-4

Standard
PUB

TYPICAL TRIMMER RESTORATION SECTION

APPROVED BY: [Signature]
DATE: [Blank]

STANDARD
WT1-1

Sound Development Group
INDEPENDENT SOUNDING & LAND DEVELOPMENT SERVICES
P.O. Box 1129 • 1111 Commercial Avenue, Suite 202
St. Louis, MO 63103 • Tel: 314-436-2010 Fax: 314-436-2013

CONSTRUCTION RECORD NOTE
THIS DRAWING IS A CONSTRUCTION RECORD NOTE. IT IS NOT A CONTRACT DOCUMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

PLAT OF WOODROW PLACE FOR BYK CONSTRUCTION INC.

AS NOTED
PLAT
PARTS
PARTS
PARTS

IN A PORTION OF SECTION 13, TOWNSHIP 35 N., RANGE 4 E, W.M.

BYK CONSTRUCTION INC.
201909050038

9 OF 10



Appendix C – Inspector Form

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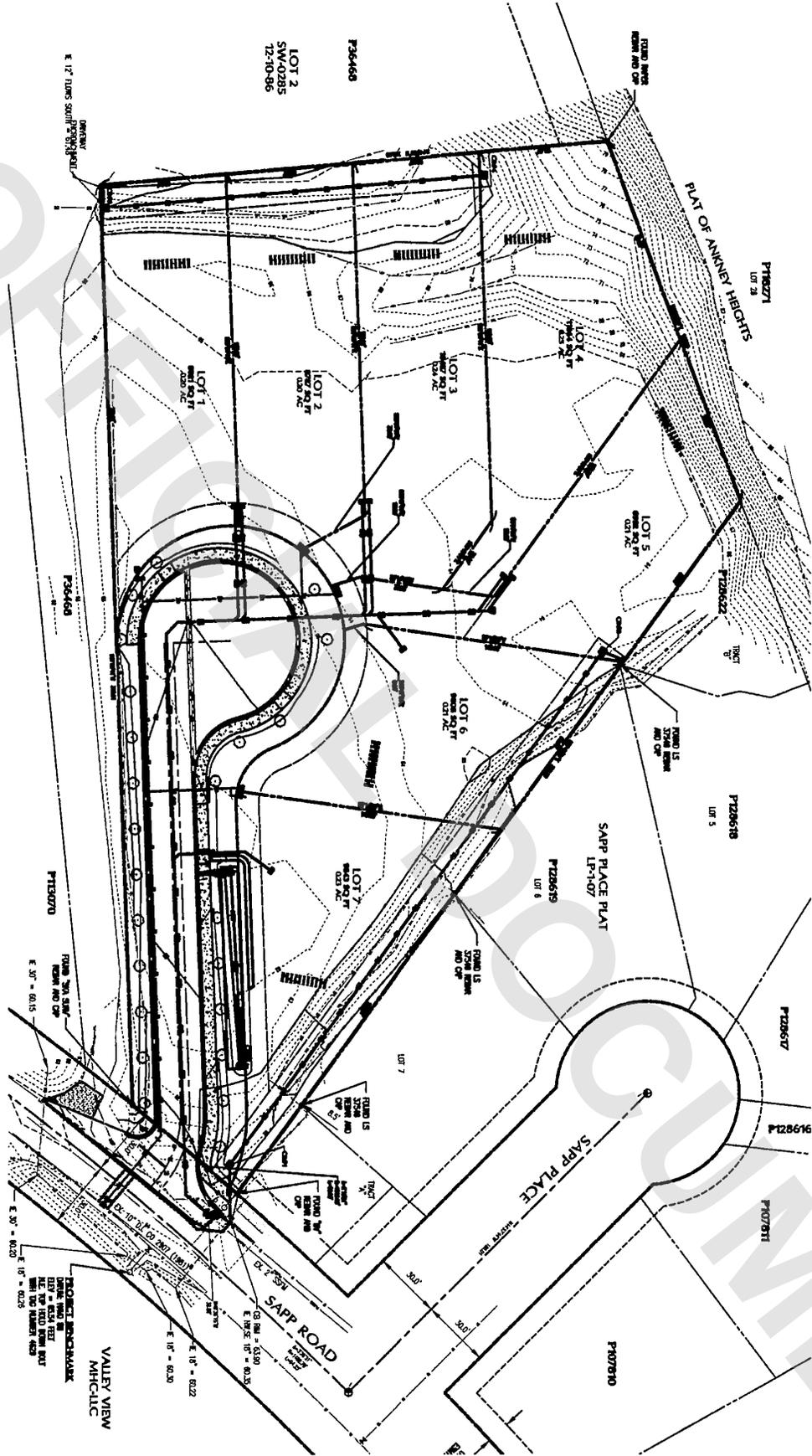
Structure Checklist

Inspection Date: _____

Catch Basin / Structure / Item	Inspector's Initials	Inspection notes and actions taken
CB1		
CB2		
CB3		
CB4		
CB5		
Landscaping		
Downspouts		
Bioretention Cell		
French Drain 1		
French Drain 2		

Appendix D – Inspection Checklists - Catch Basins

UNOFFICIAL DOCUMENT



Maintenance of Catch Basins

Date Inspected:

Frequency	Maintenance Component	Defect	Condition When Maintenance is needed	Results Expected When Maintenance is Performed
M S	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 is not in upright position (allow up to 10% from plumb) Connections to outlet pipe are not watertight and show signs of rust. Any holes—other than designed holes—in the structure Clean out gate is not watertight or is missing. Gate cannot be moved up and down by one maintenance person. Chain/rod leading to gate is missing or damaged. Gate is rusted over 50% of its surface area. Control device is not working properly due to missing out of place, or bent orifice plate Any trash, debris, sediment, or vegetation blocking the plate.	Structure securely attached to wall and outlet pipe. Structure in correct position. Connections to outlet pipe are water tight; structure repaired or replaced and works as designed. Structure has no holes other than designed holes. Gate is watertight and works as designed. Gate moves up and down easily and is watertight
	Clean out Gate	Damaged or missing		Gate is watertight and works as designed. Gate moves up and down easily and is watertight
	Orifice Plate	Damaged or missing		Chain is in place and works as designed Gate is repaired or replaced to meet design standards. 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	Obstruction	Any trash or debris blocking (or having the potential of blocking) the overflow pipe	Pipe is free of all obstruction and works as designed.
A	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%. 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. Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height. Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No Trash or debris located immediately in front of catch basin or on grate opening. No trash or debris in the catch basin Inlet and outlet pipes free of trash or debris. 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. Measured from the bottom of basin to invert of the lowest pipe into or out of the basin.	No sediment in the catch basin.

Maintenance of Catch Basins

Date Inspected:

	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.
	Fractures or Cracks in Basin Walls/Bottom	Maintenance person judges that structure is unsound. Grout filler 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. If failure of basin has created a safety, function, or design problem. Vegetation growing across and blocking more than 10% of the basin opening. Vegetation growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	Basin replaced or repaired to design standards. Pipe is regROUTED and secure at basin wall.
	Settlement/ Misalignment/ Vegetation	Vegetation growing across and blocking more than 10% of the basin opening. Vegetation growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation blocking opening to basin. No vegetation or root growth present.
	Contamination and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants.	No pollution present.
A	Catch Basin Cover	Cover is missing or only partially in place. Any open catch basin requires maintenance. Mechanism cannot be operated by one maintenance person with proper tools. bolts into frame have less than 1/2 inch of thread. One maintenance person cannot remove lid after applying normal lifting pressure. (intent is keep cover from sealing off access to maintenance.)	Catch basin cover is closed. Mechanism opens with proper tools. Cover can be removed by one maintenance person.
A	Ladder	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.
M	Outlet Pipe	Trash, debris, Beaver dam shall be removed upon inspection.	Outlet is free of trash, debris, or beaver dam blockage.
A	Metal Grates (if Applicable)	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
M	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
S	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

A – Annually – preferably in September

M – Monthly – from November through April

S – After any major storm (1 inch in a 24 hour period)

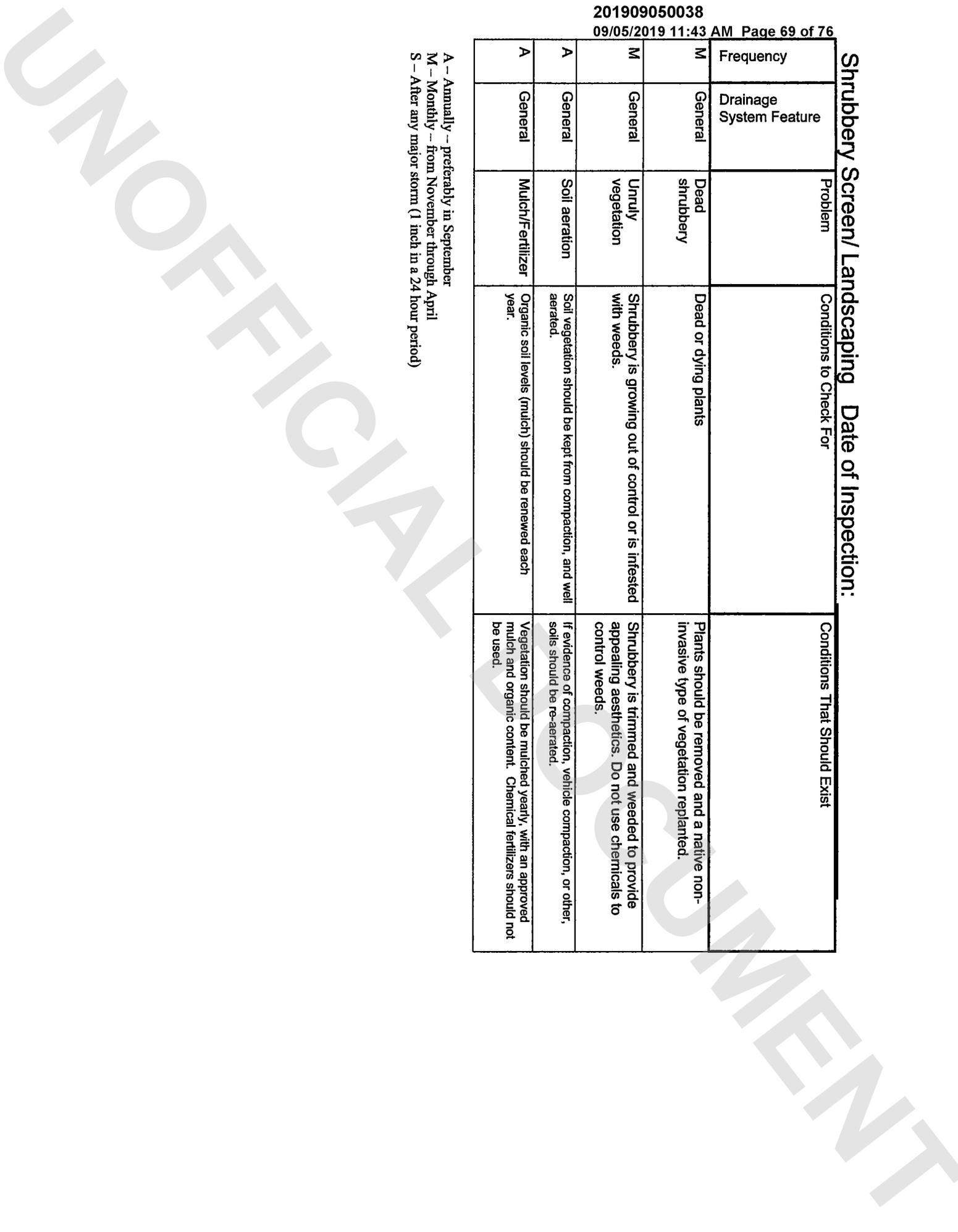
Appendix E – Inspection Checklists – Shrubbery / Landscaping

UNOFFICIAL DOCUMENT

Shrubbery Screen/ Landscaping Date of Inspection:

	Frequency	Drainage System Feature	Problem	Conditions to Check For	Conditions That Should Exist
M	General	Dead shrubbery	Dead or dying plants		Plants should be removed and a native non-invasive type of vegetation replanted.
M	General	Unruly vegetation	Shrubbery is growing out of control or is infested with weeds.		Shrubbery is trimmed and weeded to provide appealing aesthetics. Do not use chemicals to control weeds.
A	General	Soil aeration	Soil vegetation should be kept from compaction, and well aerated.		If evidence of compaction, vehicle compaction, or other, soils should be re-aerated.
A	General	Mulch/Fertilizer	Organic soil levels (mulch) should be renewed each year.		Vegetation should be mulched yearly, with an approved mulch and organic content. Chemical fertilizers should not be used.

A – Annually – preferably in September
 M – Monthly – from November through April
 S – After any major storm (1 inch in a 24 hour period)



Appendix F – Inspection Checklists – Roof Downspouts

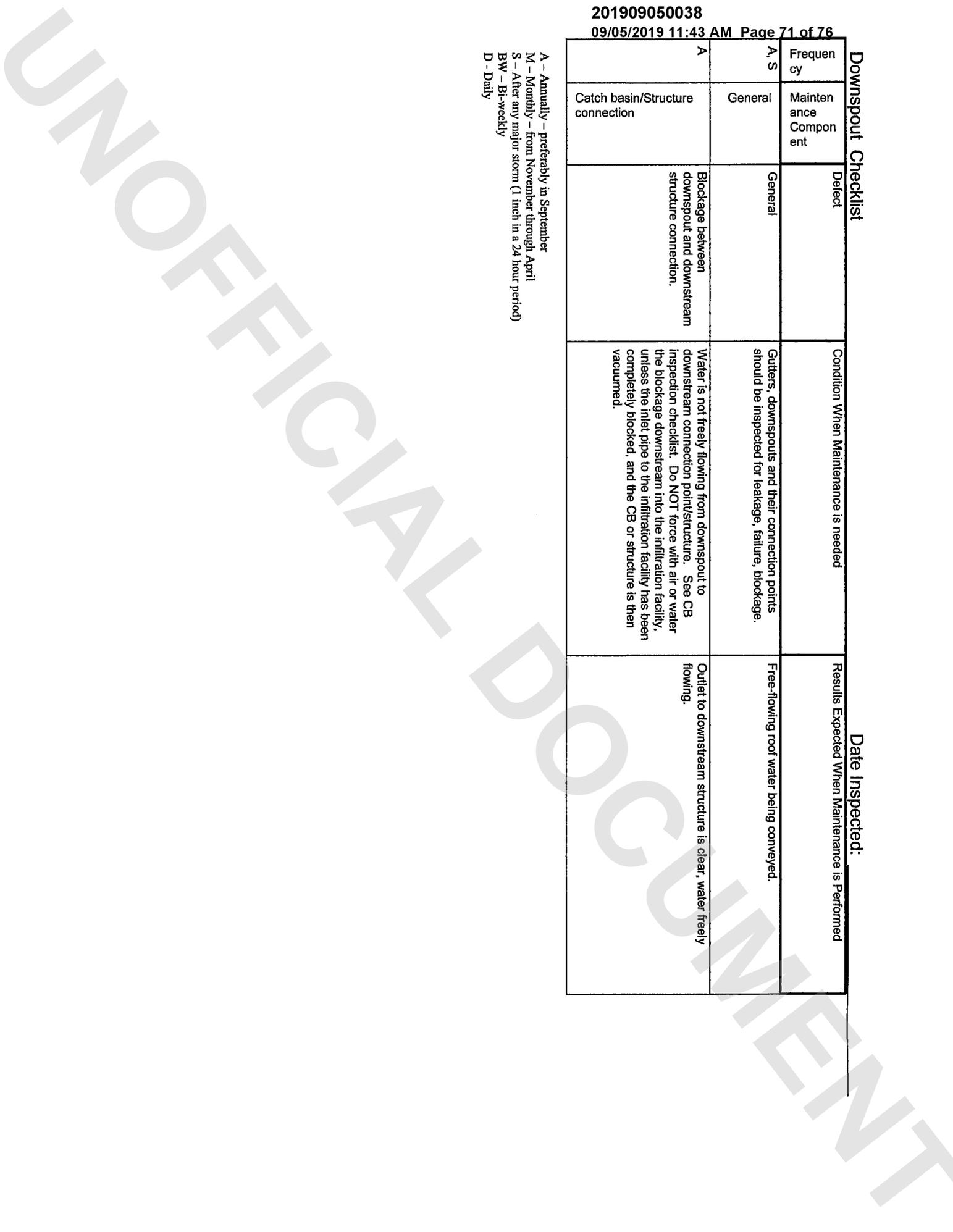
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Downspout Checklist

Date Inspected:

Frequency	Maintenance Component	Defect	Condition When Maintenance is needed	Results Expected When Maintenance is Performed
A, S	General	General	Gutters, downspouts and their connection points should be inspected for leakage, failure, blockage.	Free-flowing roof water being conveyed.
A	Catch basin/Structure connection	Blockage between downspout and downstream structure connection.	Water is not freely flowing from downspout to downstream connection point/structure. See CB inspection checklist. Do NOT force with air or water the blockage downstream into the infiltration facility, unless the inlet pipe to the infiltration facility has been completely blocked, and the CB or structure is then vacuumed.	Outlet to downstream structure is clear, water freely flowing.

A - Annually - preferably in September
 M - Monthly - from November through April
 S - After any major storm (1 inch in a 24 hour period)
 BW - Bi-weekly
 D - Daily



Appendix G – Inspection Checklists – Bioretention Cells

UNOFFICIAL DOCUMENT

Maintenance of Bioretention

Date Inspected:

Frequency	Maintenance Component	Condition When Maintenance is needed	Results Expected When Maintenance is Performed	
M S A	General	Defect		
		Trash and Debris	Trash and debris accumulated in the bio-swale.	Trash and debris cleared from swale.
		Sediment Accumulation on Grass	Sediment Depth exceeds 2 inches	Remove sediment deposits on grass treatment area of the bio-swale. When finished, swale should be level from side to side and drain freely toward outlet. There should be no areas of standing water once inflow has ceased.
		Standing Water	When water stands in swale between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages; improve grade from head to foot of swale, remove clogged check dams, add underdrains or convert to a wet biofiltration swale.
		Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through entire swale depth.	Level the spreader and clean so that flows are spread evenly over entire swale width.
		Constant Baseflow	When small quantities of water continually flow through the swale, even when it has been dry for weeks, and an eroded, muddy channel has formed in the swale bottom.	Add a low flow pea gravel drain the length of the swale or bypass the baseflow around the swale.
		Poor Vegetation Cover	When grass is sparse or bare or eroded patches occur in more than 10% of the swale bottom.	Determine why grass growth is poor and correct that condition. Re-plant with plugs of grass from the upper slope; plant in the swale bottom at 8" intervals, or reseed into loosened fertile soil.
Vegetation	When the grass becomes excessively tall (greater than 10"); when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow not impeded. Grass should be mowed to a height of 3 to 4 inches. Remove grass clippings.		
Excessive Shading	Grass growth is poor because sunlight does not reach swale.	If possible, trim back over hanging limbs and remove brushy vegetation on adjacent slopes.		
Inlet/Outlet	Inlet/Outlet clogged with sediment and/or debris	Remove material so that there is no clogging or blockage in the inlet and outlet area.		
Trash & Debris / Sediment in downstream catch basins	Sediment (in the basin) that exceeds 50 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.	Measured from the bottom of basin to invert of the lowest pipe into or out of the basin.		

Maintenance of Bioretention

Date Inspected:

	Erosion / Scouring	Eroded or scoured swale bottom due to flow channelization, or higher flows	For ruts or bare areas less than 12" wide, repair the damaged area by filling with crushed gravel. If bare areas are large, generally greater than 12" wide, the swale should be regraded and reseeded. For smaller bare areas, overseed when bare spots are evident, or take plugs of grass from the upper slope and plant in the swale bottom at 8' intervals.

A - Annually - preferably in September
M - Monthly - from November through April
S - After any major storm (1 inch in a 24 hour period)

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Appendix H – Inspection and Maintenance requirements – French Drains

UNOFFICIAL DOCUMENT

Maintenance of French Drains

Date Inspected:

Frequency	Maintenance Component	Defect	Condition When Maintenance is needed	Results Expected When Maintenance is Performed
M S A	General	Trash and Debris	Trash and debris accumulated in the bio-swale.	Trash and debris cleared from swale.
		Sediment Accumulation on Grass	Sediment Depth exceeds 2 inches	Remove sediment deposits on grass treatment area of the bio-swale. When finished, swale should be level from side to side and drain freely toward outlet. There should be no areas of standing water once inflow has ceased.
		Standing Water	When water stands in swale between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages; improve grade from head to foot of swale, remove clogged check dams, add underdrains or convert to a wet biofiltration swale.
		Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through entire swale depth.	Level the spreader and clean so that flows are spread evenly over entire swale width.
		Poor Vegetation Cover	When grass is sparse or bare or eroded patches occur in more than 10% of the swale bottom.	Determine why grass growth is poor and correct that condition. Re-plant with plugs of grass from the upper slope; plant in the swale bottom at 8' intervals, or reseed into loosened fertile soil.
		Vegetation	When the grass becomes excessively tall (greater than 10"), when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow not impeded. Grass should be mowed to a height of 3 to 4 inches. Remove grass clippings.
		Excessive Shading	Grass growth is poor because sunlight does not reach swale.	If possible, trim back over hanging limbs and remove brushy vegetation on adjacent slopes.
		Inlet/Outlet	Inlet/Outlet clogged with sediment and/or debris	Remove material so that there is no clogging or blockage in the inlet and outlet area.
		Trash & Debris / Sediment in downstream catch basins	Sediment (in the basin) that exceeds 50 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 basins.
		Erosion / Scouring	Measured from the bottom of basin to invert of the lowest pipe into or out of the basin. Eroded or scoured swale bottom due to flow channelization, or higher flows	For ruts or bare areas less than 12" wide, repair the damaged area by filling with crushed gravel. If bare areas are large, generally greater than 12" wide, the swale should be regraded and reseeded. For smaller bare areas, overseed when bare spots are evident, or take plugs of grass from the upper slope and plant in the swale bottom at 8' intervals.

A - Annually - preferably in September
M - Monthly - from November through April
S - After any major storm (1 inch in a 24 hour period)