

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS ACCEPTING A STORMWATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT FOR PROJECT CHARM POND MAINTENANCE BETWEEN AMAZON.COM SERVICES, A DELAWARE LIMITED LIABILITY COMPANY (“OWNER”) AND THE CITY OF PFLUGERVILLE (“CITY”)

WHEREAS, the OWNER of the property possesses full authority to execute deeds, mortgages, and other covenants affecting the property and desires to enter into a Stormwater Facilities Maintenance Covenant, License and Agreement for Project Charm Pond Maintenance (“Agreement”), attached as **Exhibit “A”**, as required by the City of Pflugerville’s Code of Ordinances, including without limitation the Unified Development Code and associated Engineering Design and Construction Standards Manual, and the City’s Texas Commission on Environmental Quality-issued Municipal Separate Storm Sewer System (“MS4”) TPDES General Permit (TXR040000), collectively, the “Regulations”; and

WHEREAS, the OWNER acknowledges and agrees that, in order to ensure perpetual compliance with the Regulations, the property must be impressed with certain covenants and restrictions; and

WHEREAS, the Regulations generally and specifically require the design, construction and perpetual maintenance of permanent post construction storm water best management practices (“BMPs”) developed and included within a Storm Water Management Site Plan (“SWMSP”) required as a part of, and incident to, development, and OWNER acknowledges that compliance therewith by virtue of these Agreement; and

WHEREAS, the Agreement shall comply with all city standards and regulations and it shall be the OWNER’S responsibility to maintain the facilities in accordance with the Agreement; and

WHEREAS, the CITY is charged with the responsibility of protecting the public health, safety and welfare through implementation of storm water pollution prevention measures, including ensuring that SWMSPs are developed, and post construction storm water BMPs are implemented and perpetually maintained by property owners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE:

The City Council of the City of Pflugerville hereby authorizes the City Manager to execute the Agreement and record said Agreement in the real property records of Travis County, Texas.

PASSED AND APPROVED this ___ day of _____ 2021.

Victor Gonzales, Mayor

ATTEST:

Karen Thompson, City Secretary

Exhibit A
Project Charm Pond Maintenance Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STORM WATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement ("Agreement") is made by and between Amazon.com Services, a Delaware limited liability company ("OWNER") the owner of a tract of land being more particularly described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes ("PROPERTY"), and City of Pflugerville, Texas ("CITY"), collectively referred to herein as the Parties. For purposes of this Agreement, the term OWNER refers to the current owner of the PROPERTY, and the OWNER's successors, heirs, and assigns.

WHEREAS, the OWNER of the PROPERTY possesses full authority to execute deeds, mortgages, and other covenants affecting the PROPERTY and desires to enter into this Agreement, as required by the City of Pflugerville's Code of Ordinances, including without limitation the Unified Development Code and associated Engineering Design and Construction Standards Manual, and the City's Texas Commission on Environmental Quality-issued Municipal Separate Storm Sewer System ("MS4") TPDES General Permit (TXR040000), collectively, the "Regulations"; and

WHEREAS, the OWNER acknowledges and agrees that, in order to ensure perpetual compliance with the Regulations, the PROPERTY must be impressed with certain covenants and restrictions;

WHEREAS, the Regulations generally and specifically require the design, construction and perpetual maintenance of permanent post construction storm water best management practices ("BMPs") developed and included within a Storm Water Management Site Plan ("SWMSP") required as a part of, and incident to, development, and OWNER acknowledges that compliance therewith by virtue of this Agreement and the terms hereof shall enable OWNER to develop the PROPERTY, which is accepted in consideration of this Agreement; and

WHEREAS, the CITY is charged with the responsibility of protecting the public health, safety and welfare through implementation of storm water pollution prevention measures, including ensuring that SWMSPs are developed, and post construction storm water BMPs are implemented and perpetually maintained by property owners.

NOW, THEREFORE, AND IN CONSIDERATION OF, the mutual covenants and obligations herein expressed, the Parties hereto agree as follows:

1. RECITALS INCORPORATED. The above Recitals and all terms defined therein are incorporated into this Agreement for all purposes.

2. DECLARATION OF COVENANTS AND RESTRICTIONS. It is declared that the OWNER of PROPERTY, shall hold, sell and convey the PROPERTY, subject to the following covenants and restrictions (the "Restrictive Covenants"), which are impressed upon the PROPERTY by this Agreement. OWNER further declares that these Restrictive Covenants shall run with the land, and shall be binding upon the OWNER, its heirs, successors and assigns, and that each contract, deed or conveyance of any kind conveying all or a portion of the PROPERTY will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance. The OWNER shall record this Agreement in the Official Land Records of Travis County, Texas.

(a) The OWNER covenants, declares and agrees that the OWNER shall perpetually preserve, protect, inspect and maintain the permanent post construction storm water BMPs developed by the OWNER in accordance with the SWMSP for the PROPERTY to ensure that the post construction storm water BMPs are and remain in proper condition in accordance with the SWMSP and the Regulations. The permanent post construction storm water BMPs specifically consist of those provided in **Exhibit B**, attached hereto and incorporated herein.

(b) The OWNER covenants and declares that OWNER shall maintain and inspect the permanent BMPs in accordance with the "Maintenance and Repair Plan" also provided in **Exhibit B**, and the Regulations. OWNER acknowledges and agrees that the Maintenance and Repair Plan may not be modified without the CITY Development Director's, or designee's, written consent, which shall not be unreasonably withheld, conditioned or delayed. OWNER acknowledges and agrees that the CITY is a beneficiary of OWNER's obligations under this Agreement and that failure to preserve, protect, inspect and maintain the post construction storm water BMPs is a breach of this Agreement.

(c) OWNER covenants and declares that any maintenance or repair needs identified by OWNER through periodic inspection shall be performed by the OWNER within thirty (30) days of discovery, or immediately upon notification by the CITY. If maintenance and repair cannot be performed immediately upon written notification by the CITY, the OWNER shall provide CITY with a schedule of activities to be completed, which shall be completed within a reasonable time as agreed to by the Parties. In the event the work is not performed within the specified time, the OWNER acknowledges and agrees that the CITY, or its employees, agents or contractors, may enter the PROPERTY and complete the required maintenance, as determined necessary in the CITY's sole discretion, at the OWNER's sole cost and expense. In the event that immediate maintenance and repair is necessary to protect public health, safety or welfare, as determined in the CITY'S sole discretion, CITY may enter and complete such maintenance and repair without prior notice to the OWNER. The OWNER shall reimburse the CITY for the costs incurred for the maintenance of the post construction storm water BMPs immediately upon demand. OWNER further acknowledges and agrees that failure to reimburse CITY for all such costs shall be deemed a breach of this Agreement and will subject OWNER to all actions at law or in equity as the CITY

may deem prudent, including without limitation, the placement of a judicially enforceable lien on the PROPERTY to secure the payment of all CITY costs incurred.

(d) The OWNER covenants, declares and agrees to modify or increase the inspection and maintenance or repair requirements, as deemed reasonably necessary by the CITY upon receipt of written notification thereof to OWNER, to ensure proper functioning and maintenance of the said post construction storm water BMP's.

(e) Notwithstanding anything in this Agreement to the contrary, OWNER acknowledges and agrees that the CITY is under no obligation to maintain or repair said post construction storm water BMP's, and in no event shall this Agreement be construed to impose any such obligation, duty or liability upon the CITY.

3. EASEMENT RESERVATION. OWNER hereby reserves a perpetual access and maintenance easement to all post construction storm water BMPs shown on the SWMSP for the purpose of inspection, repair and perpetual maintenance.

4. LICENSE. OWNER hereby GRANTS, SELLS AND CONVEYS TO CITY A NON-EXCLUSIVE IRREVOCABLE LICENSE OVER, UPON, ACROSS AND THROUGHOUT THE PROPERTY FOR ACCESS, INSPECTION AND MAINTENANCE OF THE POST CONSTRUCTION STORM WATER BMPs, AS APPLICABLE AND NECESSARY, UNTIL SUCH TIME AS THIS AGREEMENT IS MODIFIED, AMENDED OR TERMINATED AS PROVIDED HEREIN.

5. INDEMNIFICATION. In the event of the OWNER's failure to maintain the post construction storm water BMPs or OWNER's creation of a hazard, and the City's subsequent maintenance of the post construction storm water BMPs, the OWNER, whether one or more, shall be jointly and severally liable to the City for any reasonable expenses incurred by the City while maintaining the post construction storm water BMPs and, TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, OWNER, AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, SAVE HARMLESS, AND DEFEND THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND INSURERS, INCLUDING WITHOUT LIMITATION THE TEXAS MUNICIPAL INTERGOVERNMENTAL RISK POOL, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL DEMANDS, LIABILITIES, CLAIMS, PENALTIES, FORFEITURES, SUITS, AND THE COSTS AND EXPENSES INCIDENT THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT, AND REASONABLE ATTORNEY'S FEES), WHICH CITY MAY HEREAFTER INCUR, BECOME RESPONSIBLE FOR, OR PAY OUT AS A RESULT OF DEATH OR BODILY INJURIES TO ANY PERSON, DESTRUCTION OR DAMAGE TO ANY PROPERTY, CONTAMINATION OF OR ADVERSE EFFECTS ON THE ENVIRONMENT, OR ANY VIOLATION OF GOVERNMENTAL LAWS, REGULATIONS, OR RULES NOT RESULTING FROM THE CITY'S OWN NEGLIGENCE, BUT TO THE EXTENT CAUSED BY THE OWNER'S BREACH OF ANY WARRANTY, TERM OR PROVISION OF THIS AGREEMENT, OR ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE OWNER, ITS EMPLOYEES,

AGENTS OR SUBCONTRACTORS IN THE PERFORMANCE, OR OMISSION, OF ANY ACT CONTEMPLATED BY THIS AGREEMENT.

6. GENERAL PROVISIONS.

(a) Severability. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this Agreement shall remain in full effect.

(b) Non-Waiver. If at any time the CITY fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

(c) Modification and Amendment. The Restrictive Covenants and License provided by this Agreement may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the Real Property Records of Travis County, Texas, executed, acknowledged, and approved by (a) the Director of Planning of the City of Pflugerville, or successor department; (b) by the owner(s) of the property subject to the modification, amendment or termination at the time of such modification, amendment or termination, and (c) any mortgagees holding first lien security interests on any portion of the PROPERTY.

(d) Attorney's Fees. In the event the CITY brings an action or proceeding to enforce the terms hereof or declare rights hereunder, and is determined to be the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, CITY shall be entitled to reasonable attorneys' fees, costs and expert witness fees as the court shall determine. The term "Prevailing Party" shall mean a party who substantially obtains or defeats the relief sought, as the case may be, by the entering of a judgment or arbitration award in such party's favor.

(e) Governing Law. This Agreement and all rights and obligations created hereby will be governed by the laws of the State of Texas and venue shall be located in Travis County, Texas.

(f) Entire Agreement. This Agreement, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Agreement with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the exhibits attached hereto. The provisions of this Agreement will be construed as a whole according to their common meaning and not strictly for or against any party.

Executed and effective on this 8th day of April, 2021.

OWNER:



OWNER Signature

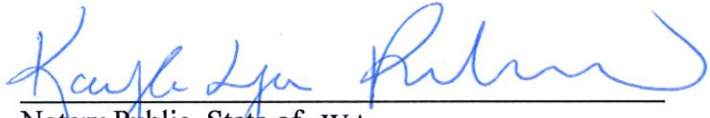
Joshua Abells / Authorized Signatory
OWNER Print Name/Title

ACKNOWLEDGMENT

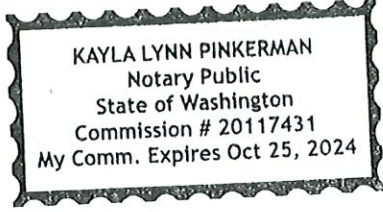
THE STATE OF Washington §
 §
COUNTY OF King §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Joshua Abells / Authorized Signatory, OWNER, known to me (or proved to me on the oath of, a credible witness) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of April, 20 21



Notary Public, State of WA



The City of Pflugerville does hereby accept the above described license in accordance with the terms of this Agreement.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

BEING a 93.559 acre tract of land situated in the Seffrin Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas being a portion of Tract 2 called to contain 101.72 acres and Tract 3 called to contain 97.5 acres in a Warranty deed to Timmerman & Hagn, Ltd recorded in Volume 8394, Page 544 of the Deed Records of Travis County, Texas and a portion of a 74.46 acre tract in a Special Warranty Deed with Vendor's Lien to Timmerman & Hagn, Ltd recorded in Volume 12720, Page 2014 of the Real Property Records of Travis County, Texas ; said 93.559 acre tract of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, Central Zone:

COMMENCING: at a 1/2" iron rod found on the Southwestern line of State Highway 130, for a corner of the remainder of said Tract 3 – 97.5 acres, thence along the southeastern line of said Tract 3 - South 27°40'39" West a distance of 1101.79 feet to a point and thence North 60°49'36" West a distance of 18.87 feet to a 5/8" iron rod with cap stamped "Jones|Carter" set for the POINT OF BEGINNING for the Northeastern corner of the herein described tract of land;

THENCE: South 29°10'21" West a distance of 2186.05 feet across said Tract 3 to a 5/8" iron rod with cap stamped "Jones|Carter set on the Northeastern right of way of Pecan Street (R.O.W. Varies), for the southeastern corner of this herein described tract of land, from which a calculated point for the southeastern corner of said Tract 3 bears South 52°45'19" East a distance of 76.97 feet;

THENCE: North 52°45'19" West a distance of 723.92 feet along the Northeastern right of way of said Pecan Street to a 5/8" iron rod with cap stamped "Jones|Carter set for a corner;

THENCE: Continuing along the Northeastern right of way of said Pecan Street, a curve to the left having a Delta angle of 7°18'53", a Radius of 1030.99 feet, an Arc length of 131.62 feet and a Chord bearing of North 55°41'20" West a distance of 131.53 feet to a 5/8" iron rod with cap stamped "Jones|Carter set for a corner;

THENCE: North 59°20'46" West a distance of 560.45 feet continuing along the Northeastern right of way of said Pecan Street to a 5/8" iron rod with cap stamped "Jones|Carter set for the Southwestern corner of the remainder of said Tract 2, the Southeastern corner of the remainder of the said 74.46 acre tract, for a corner of this herein described tract;

THENCE: North 60°22'07" West a distance of 223.78 feet continuing along the Northeastern right of way of said Pecan Street to a 5/8" iron rod with cap stamped "Jones|Carter set for a corner;

THENCE: Continuing along the Northeastern right of way of said Pecan Street, a curve to the left having a Delta angle of 2°37'56", a Radius of 2424.39 feet, an Arc length of 111.38 feet and a Chord bearing of North 61°10'34" West a distance of 111.37 feet to a 5/8" iron rod with cap stamped "Jones|Carter set for a corner;

THENCE: North 62°29'32" West a distance of 38.90 feet continuing along the Northeastern right of way of said Pecan Street to a 5/8" iron rod with cap stamped "Jones|Carter set for a corner;

THENCE: North 15°54'20" West a distance of 65.58 feet across the remainder of the said 74.46 acre tract to a 5/8" iron rod with cap stamped "Jones|Carter set for the Southwestern corner of the herein described tract of land;

THENCE: North 23°37'04" East a distance of 51.21 feet across the remainder of the said 74.46 acre tract to a 5/8" iron rod with cap stamped "Jones|Carter set for a corner;

THENCE: North 21°59'52" East a distance of 1976.38 feet continuing across the said 74.46 acre tract to a 5/8" iron rod with cap stamped "Jones|Carter set for the Northwestern corner of the herein described tract from which a 1/2 inch iron rod found for the Northwestern corner of a called 50 acre tract of land to Timmerman & Hagn, Ltd in Volume 8394, Page 544, the same being the Northwestern corner of the Timmerman & Hagn, Ltd - 0.517 acre tract as described in Document No. 2010129655, Official Public Records of Travis County, Texas and the Westernmost Southwestern corner of the Timmerman & Hagan, Ltd remainder of a 236.03 acre tract as described in Document No. 2004025617 of the Official Public Records of Travis County, Texas bears North 24°53'34" East a distance of 1570.47 feet and North 65°06'26" West a distance of 1062.61 feet;

THENCE: South 60°49'36" East a distance of 2080.26 feet across the said 74.46 acre tract and said Tracts 2 and 3 to the POINT OF BEGINNING and CONTAINING an area of 93.559 acres of land.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@jonescarter.com



11-01-2019

EXHIBIT B
PERMANENT STORMWATER MAINTENANCE PLAN

DETENTION POND MAINTENANCE PLAN

Project: Pflugerville East Distribution Center, Project Charm
Address: 2000 E Pecan Street
City, State, Zip: Pflugerville, Texas 78660

The storm water runoff originating from the East Pfennig Lane and the Pflugerville East Distribution Center site "Project Charm" will be captured and conveyed to the proposed detention pond facilities within the site area by underground storm system. The detention ponds will discharge offsite after passing through a flow control structure. Please see the attached *Site Plan* for the numbering and general location of each pond.

Inspection and maintenance of the detention ponds shall be the sole responsibility of the owner and operator of the facilities. The responsible party shall follow the following plan for ensuring proper function of the ponds:

Earthen Detention Pond 1 & 2

General Inspection

The following guidelines should be used as an inspection plan:

- (1) The detention pond system must be inspected at least once every six months and immediately following a significant storm event to evaluate proper facility operation. During each inspection, identify areas of erosion and repair immediately. Inspect all structural elements of the system, including concrete drainage structures, pipes, gabion wall, etc., and repair any damaged items immediately. Cracks, voids and any other signs of structural undermining should be noted and patched/filled to prevent additional structural damage.

Debris Removal and Mowing of Earthen Detention Pond

- (1) During each mowing the ponds should be cleared of all debris and litter. Special care should be taken to remove all floating debris that may clog drains and structures. If debris buildup is excessive, clear debris as necessary to ensure proper function of the detention ponds.
- (2) The side slopes, and embankment of a detention basin must be mowed regularly to discourage woody growth and control weeds. Grass areas in and around basins must be mowed at least four times annually to limit vegetation height to 12 inches. More frequent mowing to maintain aesthetic appeal may be necessary in landscaped area. When mowing is preformed, a mulcher mower should be used, or grass clippings should be caught and removed.

Nuisance Control of Earthen Detention Pond

- (1) During routine planned inspections, detention ponds should be evaluated for nuisances created from standing water and soggy conditions such as: weeds, odors, mosquitoes, or litter. If standing water or soggy conditions are identified due to erosion or sediment build up, repair the area to eliminate standing water and improve drainage. If the presence of insects or weeds are identified, minimal to no insecticides and/or herbicides should be used. All other debris or litter should be removed and disposed of properly.

StormTech Detention Pond 3

General Inspection:

- (1) The StormTech Isolator Row Plus should be inspected at least once every six months for the first year. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition. If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average sediment depth exceeds 3 inches throughout the length of the Isolator Row PLUS, clean-out should be performed.
- (2) Please see the attached *Isolator Row Plus Inspection/Maintenance* information sheets for additional instructions and details.

Sediment Removal of Isolator Row PLUS

- (1) If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. Please follow local and OSHA rules for confined space entry when accessing the manhole(s).
- (2) Clean-out and maintenance is accomplished through the JetVac process and utilizes a high pressure water nozzle to propel itself down the Isolator Row PLUS while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole and can be vacuumed out.
- (3) Please see the attached *Isolator Row Plus Inspection/Maintenance* information sheets for additional instructions and details.

Inlet and Outlet Structures

General Maintenance

- (1) At least once annually remove sediment buildup within the inlet and outlet structures. Sediment buildup is excessive when sediment reaches a depth of 6 inches or when the proper functioning of the inlet or outlet structure is impaired.

Storm Drains

General Maintenance

- (1) At least once annually the storm drain piping shall be cleaned and maintained to remove any sediment buildup. Damaged or non-functioning pipes should be replaced, as necessary.

Attachment No. 1

Site Plan

SITE PLAN

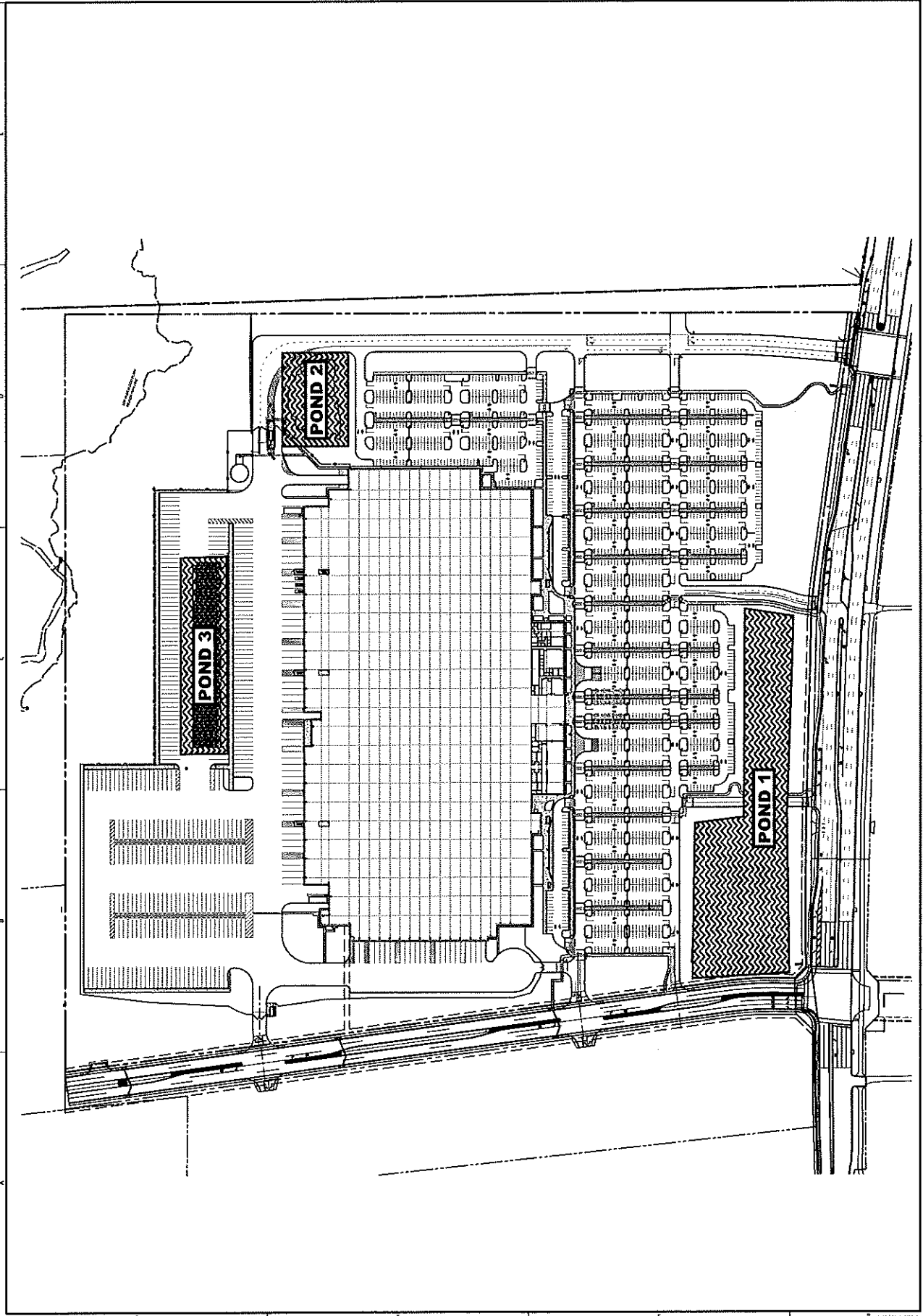
PROJECT NAME
PLUGGERVILLE EAST DISTRIBUTION CENTER



JONES CARTER
11111 Board of Professional Engineers Registration No. 4433
2128 W. BRADSHAW BLVD., SUITE 1000, RALEIGH, NC 27601

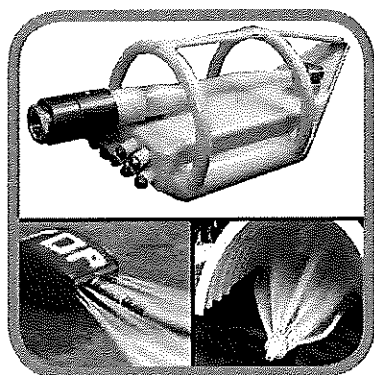
SCALE: AS SHOWN
DATE: 12/11/2003
JOB NO.: 12411003100
DRAWN BY: CJD
CHECKED BY: JWC
DESIGNED BY: JWC

NO.	DATE	REVISIONS
1	2000.02.18	CHANGE BULLETIN 1



Attachment No. 2

Isolator Row PLUS Inspection/Maintenance



ISOLATOR ROW PLUS INSPECTION/MAINTENANCE

INSPECTION

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row PLUS should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row PLUS incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row PLUS, clean-out should be performed.

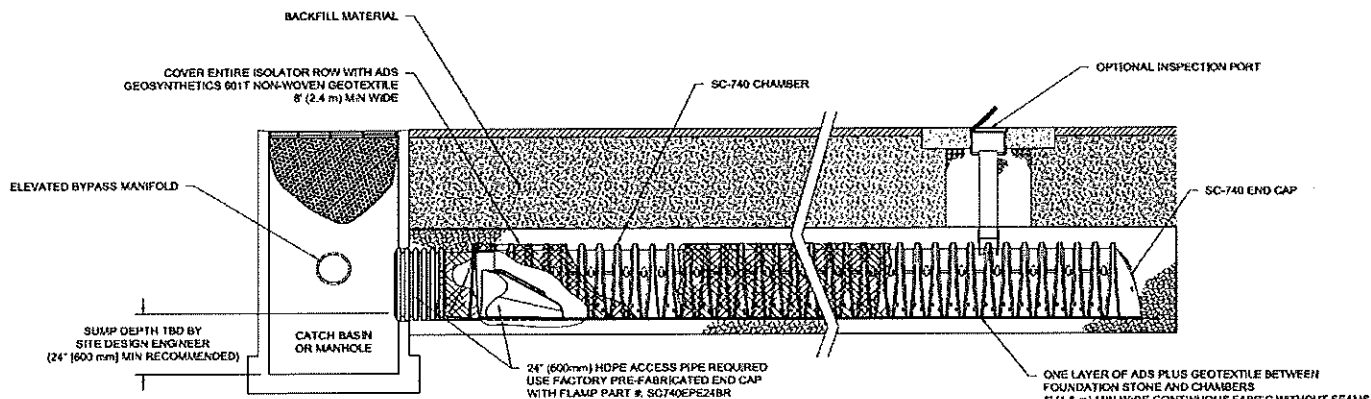
MAINTENANCE

The Isolator Row PLUS was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row PLUS while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row PLUS up to 50 chambers long. The JetVac process shall only be performed on StormTech Isolator Row PLUS that have ADS PLUS Fabric (as specified by StormTech) over their angular base stone.

StormTech Isolator Row PLUS (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row PLUS.



ISOLATOR ROW PLUS STEP BY STEP MAINTENANCE PROCEDURES

STEP 1

Inspect Isolator Row PLUS for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Row PLUS
 - i. Remove cover from manhole at upstream end of Isolator Row PLUS
 - ii. Using a flashlight, inspect down Isolator Row PLUS through outlet pipe
 - 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 - 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

STEP 2

Clean out Isolator Row PLUS using the JetVac process.

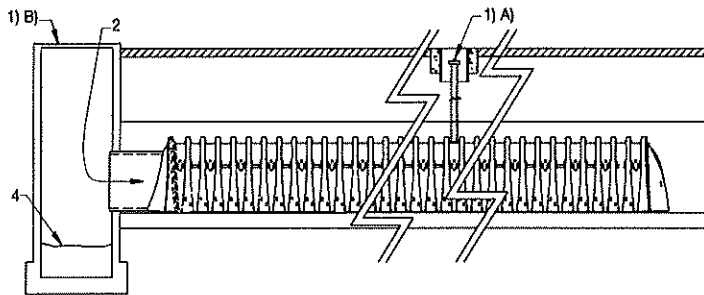
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

STEP 3

Replace all caps, lids and covers, record observations and actions.

STEP 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



SAMPLE MAINTENANCE LOG

Date	Stadia Rod Readings		Sediment Depth (1) - (2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/16/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.6 ft	Mucky feel, debris visible in manhole and in Isolator Row PLUS, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

ADS - Terms and Conditions of Sale are available on the ADS website, www.ads-pipe.com
 The ADS logo and the Green Stripe are registered trademarks of Advanced Drainage Systems, Inc.
 StormTech and the Isolator Row are registered trademarks of StormTech, Inc.
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Advanced Drainage Systems, Inc.
 4640 Trueman Blvd., Hilliard, OH 43026
 1-800-821-6710 www.ads-pipe.com