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**PRIVATE STORMWATER FACILITY
MAINTENANCE AGREEMENT**

easement and

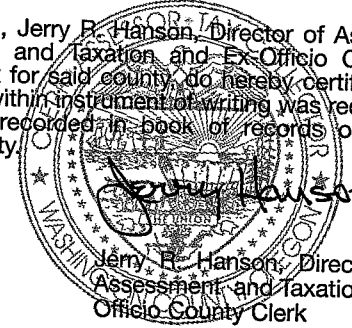
DATED: _____, 2001

AFTER RECORDING RETURN TO:

City of Sherwood
Engineering Department
20 NW Washington St.
Sherwood, OR. 97140

STATE OF OREGON }
County of Washington } SS

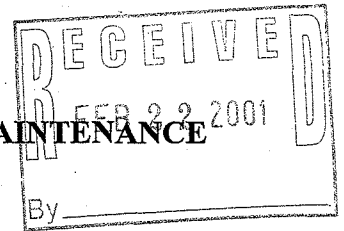
I, Jerry F. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



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DECLARATION OF PRIVATE STORMWATER FACILITY MAINTENANCE AGREEMENT



Declarant is the owner of the following parcel(s) and Declarant hereby declares as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to provide for the perpetual maintenance of the private stormwater facility described in Section 2 of this Agreement.

2. LEGAL DESCRIPTION.

a. The private stormwater facility easement is described in:

Exhibits "A" and "B" attached.

b. The parcels of land which shall benefit and jointly maintain the private stormwater facility are described as:

Tracts (Parcels) 1, 2, and 3 of Property Line Adjustment Survey Number 28466, recorded with the Washington County Surveyor's Office, formerly Parcels 1, 2, and 3 of Partition Plat No. 2000-65, recorded with the Washington County Surveyor's Office and described in Document Number 2000063520, Deed Records of Washington County.

3. DURATION AND NATURE OF AGREEMENT.

This Agreement shall continue in perpetuity. This Agreement is intended to and does attach to and run with the land affected herein. This Agreement is binding on the undersigned landowners, their successors, assigns ("Declarant"), and all persons claiming under it. It is the intent of Declarant to create a continuing obligation and right on the part of themselves and subsequent owners of the subject land.

4. CONSTRUCTION OF IMPROVEMENTS.

a. Stormwater Facility

Declarant shall construct stormwater facility improvements per City of Sherwood and Unified Sewerage Agency standards at their expense.

5. OWNERSHIP

Declarant is owner of Tracts (Parcels) 1, 2, and 3 and the stormwater facility improvements. As Declarant transfers each of the Tracts (Parcels) to subsequent purchasers, each such purchaser shall be responsible for a portion (one Tract (Parcel) equals 33.33% interest, subject to Section 8 below) of the maintenance.

6. MAINTENANCE

The owners of each Tract (Parcel) shall be jointly and equally responsible for the maintenance of the stormwater facility. If, however, the act of an owner or guest, invitee, licensee, contractor, or agent of an owner causes damage, that owner shall be responsible for the entire cost of the repair. The stormwater facility shall be maintained to continuously comply with the applicable

regulations of the City of Sherwood, Unified Sewerage Agency, and any other regulations made applicable in the future by any governmental body.

No owner shall place upon or above the private stormwater easement, any improvement, which would interfere with the maintenance or operation of the stormwater quality swale.

More specifically, the stormwater facility maintenance shall include, but not be limited to, the following:

- a. Weed Control – The removal of noxious weeds including Himalayan blackberry, reed canarygrass, teasel, Canada thistle, and others until a healthy stand of the required vegetation (per Unified Sewerage Agency standards) is established.
- b. Plant Replacement – Replanting shall be required, as necessary, to maintain a healthy stand of the required vegetation (per Unified Sewerage Agency standards).
- c. Contamination – If there are any signs of contaminants in the stormwater facility, the owners of Tracts (Parcels) 1, 2, and 3 shall confer and commence clean-up procedures within 30 days. The clean up shall be performed by a contractor licensed to do such work. If it is found that the contamination was the fault of one of the owners, that owner shall be held accountable for all costs associated with the contamination clean up.

7. IDEMNIFICATION.

The owners of Tracts (Parcels) 1, 2, and 3 shall hold harmless, defend and indemnify the City of Sherwood and the City's officers, agents and employees against all claims, demands, actions and suits, including attorneys' fees and costs brought against any of them arising out of failure to properly design, locate, construct or maintain the stormwater facility improvements, which are subject to this Agreement.

All workers undertaking maintenance work on the stormwater quality facility shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects each owner.

Each of the owners of Tracts (Parcels) 1, 2, and 3 shall release and indemnify the others against all liability for injury to an owner, member of the owner's family, or resident of an owner's home for injury or for property damage when it results from any undertaking pursuant to this Agreement.

8. ADDITIONALLY CREATED LOTS.

In the event that any additional lots are created from the existing properties as a result of legal divisions of Tracts (Parcels), the owners of the newly created lots shall enter into a maintenance agreement in which they agree to participate in and be equally bound by this agreement as owners (each lot having a proportionate interest of one divided by the total number of lots).

9. MAINTENANCE OBLIGATIONS AND ARBITRATION.

The owners of Tracts (Parcels) 1, 2, and 3 shall confer from time-to-time regarding performance of required maintenance under this Agreement. Each lot shall have one (1) vote. Where there is more than one (1) owner of a lot, each owner shall have a proportionate share of one (1) vote. In the event of a disagreement concerning maintenance obligations and payment, the owners shall agree upon an arbitrator who shall resolve the disagreement. If the owners cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Washington shall appoint an arbitrator. The decision of the arbitrator shall be binding on the owners and the fee of the arbitrator shall be borne equally by the owners.

10. NOTICE.

Any notice, demand, or report required under this Agreement shall be sent to each owner in care of the street address of his parcel, or in the event the owner does not reside in the said property, in care of the current property tax notification address of the property; provided, however, that an owner can change his notification address by written notice to each other owner. Any required notice of demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being mailed, whichever first occurs.

11. TERMINATION.

The owners may not amend, withdraw from, or dissolve this Agreement without the written approval of the City of Sherwood.

12. DEFINITIONS.

- a. Maintenance – any work required to keep the improvements in compliance with all applicable governmental regulations and the terms of this Agreement including planting, removal of invasive plant species, cleaning, repairs, reconstruction, and replacement.
- b. Contamination – To make impure, harmful, or unsuitable by contact or mixture with a substance or pollutant such as oil, gas, lead, etc.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on

March 12, 2001.

[DECLARANT]

By: [Signature]

Title: President Forward Homes, Inc.

STATE OF OREGON

County of Washington

The above instrument was subscribed and sworn to before me on this 12 day of

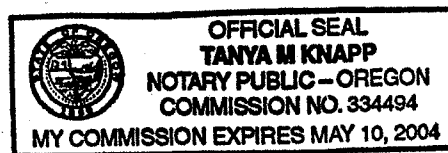
March, 2001.

By: _____

Title: _____

[Signature]
Notary Public – State of Oregon

My commission expires: 5/10/04'



ENGINEERING PLANNING

13910 SW Galbreath Drive
Suite 100
Sherwood, OR 97140



SURVEYING FORESTRY

TELEPHONE (503) 925-8799
FAX (503) 925-8969
E-MAIL: aks@aks-eng.com

EXHIBIT "A"

PRIVATE STORMWATER FACILITY EASEMENT

A private stormwater facility easement located on Tract 2 of Property Line Adjustment Survey Number 28466, recorded with the Washington County Surveyor's Office, being a portion of Parcels 1 and 2 of Partition Plat No. 2000-65, recorded with the Washington County Surveyor's Office and described in Document Number 2000063520, Deed Records of Washington County. The subject property is situated in the Southwest One-Quarter of Section 33, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

Beginning at a point, being S21°09'26"W 126.82 feet and S74°56'04"E 54.95 feet from the Northwest Corner of Parcel 2 of Partition Plat No. 2000-65, thence, N21°09'26"E 41.35 feet to a point; thence, N50°16'36"E 18.97 feet to a point; thence, S46°13'30"E 63.99 feet to a point; thence, S76°54'14"E 38.26 feet to a point; thence, S64°49'22"E 48.59 feet to a point; thence, S66°06'20"W 29.67 feet to a point; thence, N74°56'04"W 134.45 feet along the south line of said Tract 2 to the point of beginning.

The above described easement contains 4835 square feet, more or less. The basis of bearings for this description is from Partition Plat 2000-65, recorded with the Washington County Surveyor's Office.

EXHIBIT "B"

PRIVATE STORMWATER FACILITY EASEMENT

BEING A PORTION OF TRACT 2 OF PROPERTY LINE ADJUSTMENT SURVEY 28466

WASHINGTON COUNTY SURVEYOR'S OFFICE, BEING A PORTION OF PARCELS 1 AND 2 OF PARTITION PLAT NO. 2000-65, WASHINGTON COUNTY SURVEYOR'S OFFICE, SITUATED IN THE SW 1/4 OF SECTION 33, T2S, R1W, W.M., CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON.

