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

Jerry Hanson  
Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk



**STORM DRAINAGE FACILITY  
MAINTENANCE AGREEMENT**

Dated: February 12, 2003

AFTER RECORDING RETURN TO:

City of Sherwood  
Engineering Department  
400 SE Willamette Street  
Sherwood, OR. 97140

**DECLARATION OF COVENANT AND RESTRICTION  
REGARDING MAINTENANCE OF PRIVATE STORM DRAINAGE FACILITIES**

BETWEEN:

City of Sherwood	Sherwood Venture L.L.C.
20 NW Washington St.	633 NW 19 <sup>th</sup> Avenue
Sherwood, OR 97140	Portland, OR 97209

(Owner)

**THE TRUE AND ACTUAL CONSIDERATION IS: NONE**

This declaration is made on the date hereinafter set forth by the City of Sherwood and undersigned owners.

WHEREAS, the undersigned is the owner of that certain real property in the City of Sherwood, County of Washington, State of Oregon, hereafter referred to as the "Property", more particularly described as follows (legal description):

T 2 S, R 1 W, NE ¼ SEC 29  
Tax Lot 300 and 400 Map 2S 129A

In consideration of issuance of development permits, the owner has or will install and maintain the following storm drainage facilities:

**Approximately 900 feet of onsite storm pipe with 10 syphon catch basins,**

**Water quality facility (100' @ S = 0.006 volume 4,402 CF),**

**Outlet control structure from water quality facility,**

**15" storm outfall into existing wetland.**

The Owner hereby certifies and declares that it has established a maintenance plan for the continuation, care and maintenance in perpetuity of said storm water facilities for the benefit and protection of the public and the City of Sherwood as follows. Such maintenance plan may be revised only upon the written consent of the City of Sherwood.

**A. Provide for the cleaning out and legal disposal of all accumulated sediment and debris from all onsite catch basins, water quality by use of a vactor truck one per year during the months of August or September. At these times, also visually inspect the water quality facility outfall into existing wetlands and outlet control water quality structure. Remove debris preventing free passage of storm water.**

**B. During the wet season (October-June), inspect system as conditions require for evidence of catch basin grate, pipe or water quality facility blockage (i.e. ponding of water at catch basins, water quality facility and outfalls). Clean off grates and clean or flush storm drain pipes and control structure within two days of first observation of ponding to remove blockage(s).**

**C. At the facility remove noxious weeds (blackberry, teasel, scots broom, etc.) by Hand and replace, as needed, the original water quality facility bottom grass and plants and side slope plantings for their re-establishment. Remove excess sediment accumulation as needed to maintain the full flow channel dimensions.**

The burden and benefits of maintaining said facilities shall run with said described land, and shall inure to the benefit of, be imposed upon, and pass to the successors in interest to said described property, and shall be enforceable against the owner and owner's successors in interest by the City of Sherwood. If the owner or owner's successors in interest fail to keep and maintain said facilities in accordance with said Maintenance Plan, the City of Sherwood (without limiting any of its common law or statutory remedies), may enter upon the premises without notice to make required repairs and perform required maintenance to keep said facilities operable, may bring action to enforce said covenants, or may bring action to recover the costs of repair and maintenance incurred, and in any of said proceedings recover any reasonable attorney fees and court costs incurred. The City of Sherwood may also, pursuant to the provisions for establishing liens by the provision of its Code for cost of abatement of nuisances on private property, establish and have a City lien for sums incurred to repair and maintain said drainage facilities, including any reasonable attorney fees and court costs accrued.



2003-20906

IN WITNESS WHEREOF, the undersigned owner has executed this easement this 12<sup>th</sup> day of February, 2003

OWNER: SHERWOOD VENTURE L.L.C.

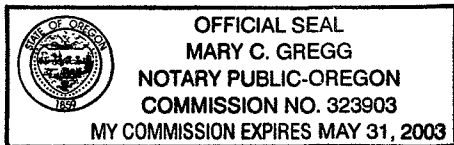
By: [Signature]

(TITLE) Authorized Signatory

STATE OF OREGON )  
)ss  
County of Washington )

On this 12 day of February, 2003, before me, a notary public in and for said County and State, personally appeared, RICHARD OGBY known to me to be their person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5-31-03

ACCEPTED on behalf of the City of Sherwood, Oregon

this 10<sup>th</sup> day of February, 2003.

[Signature: Terry Keyes]  
Terry Keyes, City Engineer  
City of Sherwood, Oregon

