



00615961200400786810140140

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



70.00
16.00
50.00

After Recording Return to:

City Engineer
City of Sherwood
400 SE Willamette Street
Sherwood, OR 97140

Until requested otherwise, send all tax statements to:

Target Corporation
1000 Nicollet Mall
Minneapolis MN 55403
Attn: Property Administration

Chicago Title 271471

SPACE RESERVED FOR
RECORDER'S USE

**STORMWATER EASEMENT
AND MAINTENANCE COVENANT**

THIS STORMWATER EASEMENT AND MAINTENANCE COVENANT ("Agreement") is made on the last day signed below between Langer Family, LLC, an Oregon corporation ("Grantor"), Target Corporation, a Minnesota corporation ("Grantee") and the CITY OF SHERWOOD, a municipal corporation of the State of Oregon (the "City").

RECITALS

A. Grantor is the holder of title to certain real property located in the City of Sherwood, Washington County, Oregon, legally described on Exhibit A attached hereto ("Serviant Estate").

B. Grantee is the holder of title to certain real property adjacent to the Serviant Estate in the City of Sherwood, Washington County, Oregon legally described in Exhibit B attached hereto ("Dominant Estate").

C. City Council for the City of Sherwood approved with conditions the modifications to the site plan for development of the Dominant Estate commonly referred to as Langer Marketplace ("Development") on November 12, 2002. File No. SP 00-22.

D. The City Engineer for the City of Sherwood approved construction plans submitted for the Development as provided by the City Engineer dated September 16, 2003.



The Development contains off-site stormwater facilities (as described in the approved construction plans) that, together with any other stormwater facilities that may hereafter be constructed for the Development, are the "Stormwater Facilities". Stormwater Facilities subject to this agreement include all off-site improvements located on the Servient Estate such as the storm water facility and all appurtenances thereto as provided in the approved construction plans and as may be required for long-term operation and maintenance of the Stormwater Facilities.

E. To provide adequate Stormwater Facilities to serve the Development, the City pursuant to condition #7 of the Development approval required an easement from the Grantor to the Grantee as a condition of approval.

AGREEMENT

NOW, THEREFORE, in consideration of the granting of land use approvals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, Grantee and the City of Sherwood agree as follows:

1. **Easement.** Grantor, its heirs, successors, and assigns hereby does bargain, sell, grant, convey, transfer and deliver unto Grantee for the benefit of the Dominant Estate a permanent non-exclusive stormwater easement including the perpetual right to enter upon the real estate hereinafter described as the Easement Area at any time that Grantee or its agents may see fit for the following purposes:

Said easement shall be for the purpose of constructing, installing, operating, maintaining, and upgrading within, through and under said easement areas underground storm sewer pipelines and facilities and surface storm drainage facilities to convey, transport, retain and filtrate storm water drainage flows and ground water inflows over, across, through, within and under the land herein described together with the right to excavate and refill ditches, trenches, and areas for the location of said storm sewer/drainage pipelines and facilities with the further right to remove trees, brushes, grasses, undergrowth, soils or other obstructions interfering with the location, operation, maintenance and upgrade of said storm sewer/drainage pipelines and facilities which may be located in the hereinafter described easement area.

Grantor, its heirs, successors, and assigns further grants to the City, its employees, independent contractors and designees a nonexclusive easement for egress over, across, and under the Easement Area for the purposes described in Section 3 below at reasonable times at the City's sole discretion to inspect, clean, repair, sample, and/or monitor components of the Stormwater Facilities and discharges therefrom. Grantor may specify and relocate from time to time an access location for easement purposes in the Stormwater Facilities Maintenance Plan provided in Section 3.

From time to time, Grantor (with prior notice to the Grantee) may expand the Stormwater Facilities to provide additional capacity for development of the Servient Estate and other

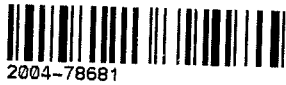


properties consistent with any applicable state and local rules, regulations, and guidelines, including but not limited to those adopted from time to time by the City Council for the City of Sherwood and the Clean Water Services Design and Construction Standards and as approved by the City provided such improvement does not interfere with the use and enjoyment of the easement area for the purposes articulated herein. Any such expansion shall be constructed at Grantor's sole cost and expense, and shall not adversely affect the ability of the Stormwater Facilities to service the Dominant Estate. Following any such expansion, Grantor (and its heirs, successors and assigns) shall pay to Grantee, promptly upon demand, Grantor's proportionate share of maintenance expenses for the expanded Stormwater Facilities incurred by Grantee pursuant to paragraph 3 hereof, and shall confirm its agreement to pay such amount in a recordable instrument. Grantor's proportionate share of maintenance costs shall be determined based upon the total acreage of property being served by the Stormwater Facility.

2. **Easement Area.** The land affected by the grant of this easement and right-of-way is located in the County of Washington, City of Sherwood, State of Oregon and is more particularly described in Exhibit C (referred to herein as "Easement Area").

3. **Covenant to Maintain and Repair.** At Grantee's sole expense, Grantee or Grantee's qualified independent contractors as approved by the City shall at all times maintain the Stormwater Facilities in good working order, condition and repair, clear of all debris, and in compliance with all applicable state and local rules, regulations, and guidelines, including but not limited to those adopted from time to time by the City Council for the City of Sherwood and the Clean Water Services Design and Construction Standards. In general, maintenance may consist of cleaning, repairing, replacing, and removing contaminated soil, removing sediment that reduces detention/retention basin capacity, providing erosion correction and prevention on detention/retention basin side slopes, and replacing biofiltration materials to return Stormwater Facilities to their original condition and standards. In addition, Grantee shall meet the specific provisions of the Stormwater Facilities Maintenance Plan, attached as Exhibit D. Grantee shall notify the City Engineer in writing of the person responsible for compliance with Grantee's obligations under this covenant. Grantee's designee shall have the authority to bind Grantee, its successors and assigns with respect to matters described in this Agreement.

4. **Failure to Perform Covenant.** If the City determines that Grantee is not in compliance with the covenant described in Section 3, except in case of emergency, the City or its designee shall give Grantee's designee written notice to perform the maintenance and/or repair work specified in the notice. If Grantee does not respond to the notice by either a) performing the maintenance or repairs as required within thirty (30) days of such notice, or b) by providing information satisfactory to the City that the maintenance or repair is being undertaken in good faith, then the City may enter the Easement Area to perform the necessary work. Grantor hereby grants the City, its employees, independent contractors and designees the right to enter the Easement Area to perform any and all work required to bring the Stormwater Facilities into compliance with Section 3.



If the City determines that Grantee is not in compliance with the covenant in Section 3 and determines that there exists or will likely exist an emergency on or about the Easement Area with respect to the Stormwater Facilities, Grantor hereby grants to the City, its employees, independent contractors and designees the right to enter the Easement Area to perform any and all work required to bring the Stormwater Facilities into compliance with Section 3, and in such case the City shall use reasonable efforts to notify the Grantee designee prior to entering the Easement Area. Notwithstanding the above, the work performed shall consist only of cleaning and repairing the Stormwater Facilities to their original condition and standards.

5. **Limitation of Duty.** Grantor and Grantee, for itself and its successors and assigns, agrees that the City, its employees, independent contractors and/or designees shall not have any obligation to exercise Grantee's rights and duties under Section 3 of this agreement or to perform any maintenance or repair of the Stormwater Facilities. The City shall not have any responsibility to Grantor or any of Grantor's successors or assigns (including owners of lots on the Servient Estate) or to Grantee or Grantee's successors or assigns (including owners of lots on the Dominant Estate) in connection with the exercise or non-exercise of such rights or duties, the maintenance or repair of the Stormwater Facilities, or the failure to perform the same.

6. **Reimbursement.** If the City exercises its right to enter the Easement Area pursuant to Section 4, including but not limited to the purposes of inspection, cleaning, repairing, sampling, and/or monitoring, Grantee its heirs, successors or assigns shall reimburse the City for all of its costs and expenses incurred in connection therewith within thirty (30) days after receipt of an invoice with any supporting documentation. If Grantee its heirs, successors or assigns fails to pay the invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to the prime rate of U.S. Bank (or its successor) plus five percent (5%). Such amount, together with interest, shall be a lien on the Dominant Estate (and each of the lots contained therein if any) which may be foreclosed in accordance with ORS Chapter 88. If the Dominant Estate is owned by more than one person (i.e. multiple lot owners), each such owner shall be jointly and severally liable for payment of the amounts provided for in this Section.

7. **Indemnification.** Grantee agrees to indemnify, defend, and hold the City, its employees, independent contractors and designees harmless from and against any liability, losses, costs, and expenses, including reasonable attorney fees, from claims or suits arising from Grantee's failure to perform its obligations under this Agreement, or arising under the exercise of the City's use of the easement under Section 4 by the City, its employees, independent contractors or designees. This duty to indemnify and hold the City harmless does not extend to any claims or suits arising from or caused by City's negligence or willful act or omission.

8. **Runs with the Land.** The parties' rights and obligations contained herein shall run with the land. This easement and covenant is intended to be a property interest that would benefit the Dominant Estate and transfer by operation of law to a subsequent



purchaser of Grantee's property or portion thereof and such easement and covenant shall encumber the Servient Estate and transfer by operation of law to a subsequent purchaser of Grantor's property.

9. **Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and in the appeal therefrom. The term "action" shall be deemed to include action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction.

10. **Assignment.** The obligations of Grantee shall run with and bind the owner from time to time of the Dominant Estate, and the City shall have the right to enforce such obligations against the owner from time to time of the Dominant Estate.

11. **Authority.** If Grantee is an entity, the individual executing the Agreement on behalf of the entity represents and warrants to the City and Grantor that he or she has the full power and authority to do so and that Grantee has full right and authority to enter into this Agreement and perform its obligations under this Agreement.

IN WITNESS WHEREOF, Grantor, Grantee and the City have executed this instrument on the 19 day of December, 2003.



GRANTOR:

Langer Family, LLC

By: Clarence Langer

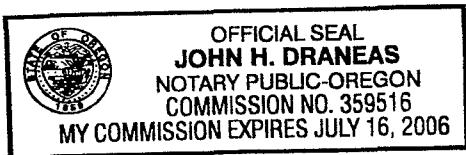
Its: Manager

Date: 10-23-03

STATE OF OREGON)
County of Washington) ss

This instrument was acknowledged before me on the 23rd day of October, 2003, by Clarence D. Langer, Sr as Manager of Langer Family, LLC, an Oregon limited liability company, on behalf of the limited liability company.


[Signature]
Notary Public for Oregon
My Commission Expires: _____





GRANTEE

Target Corporation

By: 
Scott A. Nelson

Its: Vice President
Target Stores


Date: 10/21/03

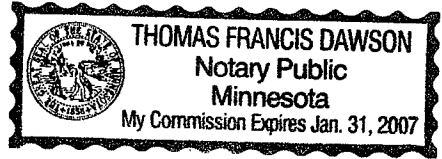
STATE OF MINNESOTA)

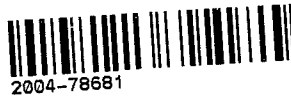
) ss

County of Hennepin)

This instrument was acknowledged before me on the 21st day of October, 2003, by Scott A. Nelson as Vice President of Target Corporation, a Minnesota corporation, on behalf of the corporation.


Notary Public for Oregon
My Commission Expires: 1/31/07



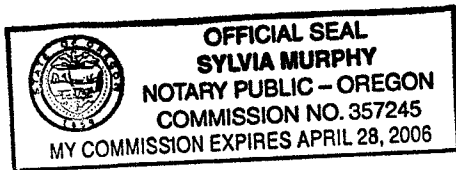


CITY OF SHERWOOD:

By: Wm E. Schultz
Its: City Manager
Date: 12-19-03

STATE OF OREGON)
) ss
County of Washington)

This instrument was acknowledged before me on the 19 day of December, 2003, by ~~Terry Keyes~~ as ~~City Engineer~~ of the City of Sherwood. ROSS Schultz Sr. City Manager Sr.



Sylvia Murphy
Notary Public for Oregon
My Commission Expires: 4.28.06

APPROVED AS TO FORM
this 1st day of December, 2003.

Jean Skelley, Beery + Eloner LLP
~~Christopher A. Gilmore, Assistant City Attorney~~
City of Sherwood, Oregon

APPROVED AS TO LEGAL DESCRIPTION
this 19th day of December, 2003.

Terry Keyes
Terry Keyes, P.E., City Engineer
City of Sherwood, Oregon



Exhibit A
LEGAL DESCRIPTION – SERVIANT ESTATE

A TRACT OF LAND BEING A PORTION OF THAT TRACT DESCRIBED IN DEED TO LANGER FAMILY LLC, IN DEED DOCUMENT NO. 98094905, RECORDED AUGUST 27, 1998, WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE SOUTH ONE-HALF OF SECTION 29 IN TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN AND LOCATED IN THE CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON, BEING DESCRIBED MORE SPECIFICALLY AS FOLLOWS:

ALL OF DEED DOCUMENT NO. 98094905, EXCEPTING THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARTITION PLAT NO. 1996-009;

THENCE ALONG THE EAST LINE OF SAID PARCEL 3 OF PARTITION PLAT NO. 1996-009 NORTH 00°20'31" WEST, 1084.85 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF S.W. TUALATIN-SHERWOOD ROAD (C.R. 2737)(37.00 FEET FROM THE CENTERLINE THEREOF);

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 88°12'18" EAST, 104.45 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 01°47'42" WEST, 12.00 FEET TO A POINT;

THENCE SOUTH 45°43'36" WEST, 36.01 FEET TO A POINT 78.00 FEET EASTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF PARCEL 3;

THENCE PARALLEL WITH SAID EAST LINE SOUTH 00°20'31" EAST, 665.35 FEET TO A POINT OF TANGENT CURVE;

THENCE ALONG A 692.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°30'55" (THE LONG CHORD OF WHICH BEARS SOUTH 06°24'57" WEST, 162.85 FEET), AN ARC DISTANCE OF 163.23 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A 608.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°30'55" (THE LONG CHORD OF WHICH BEARS SOUTH 06°24'57" WEST, 143.09 FEET), AN ARC DISTANCE OF 143.42 FEET TO A POINT OF TANGENCY 42.00 FEET EASTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF PARCEL 3;

THENCE PARALLEL WITH SAID EAST LINE, OR THE SOUTHERLY PROJECTION THEREOF, SOUTH 00°20'31" EAST, 170.08 FEET TO A POINT;

THENCE LEAVING SAID PARALLEL LINE SOUTH 89°48'23" WEST, 42.00 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF SAID EAST LINE;

THENCE ALONG SAID SOUTHERLY LINE PROJECTION NORTH 00°20'31" WEST, 95.16 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 57.744 ACRES, MORE OR LESS.

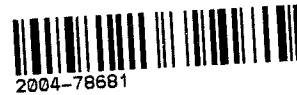


Exhibit B

LEGAL DESCRIPTION – DOMINANT ESTATE

A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 1996-003, WASHINGTON COUNTY PLAT RECORDS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 29, SAID POINT BEARS NORTH 00°20'31" WEST, 2570.62 FEET FROM A 2" BRASS DISK MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 29; THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 00°20'31" EAST, 670.13 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE LEAVING SAID EASTERLY LINE, ALONG THE ARC OF A 614.00 FOOT RADIUS CURVE CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 9°37'25", (THE LONG CHORD BEARS SOUTH 04°28'12" WEST, 103.01 FEET) AN ARC DISTANCE OF 103.13 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°39'29" WEST, 743.99 FEET TO THE BEGINNING OF A NON-TANGENCY CURVE; THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 2°24'26", (THE LONG CHORD BEARS NORTH 11°41'11" WEST, 9.45 FEET) AN ARC DISTANCE OF 9.45 FEET TO A POINT OF NON-TANGENCY; THENCE ALONG THE FOLLOWING COURSES: NORTH 38°39'22" EAST, 8.72 FEET; NORTH 00°20'31" WEST, 59.39 FEET; NORTH 45°20'31" WEST, 12.73 FEET; NORTH 00°20'31" WEST, 81.72 FEET; NORTH 01°34'02" EAST, 150.08 FEET; NORTH 00°20'31" WEST, 36.58 FEET; NORTH 44°39'29" EAST, 7.78 FEET; NORTH 00°20'31" WEST, 56.21 FEET; NORTH 45°20'31" WEST, 7.78 FEET; NORTH 00°20'31" WEST, 129.39 FEET; NORTH 29°39'29" EAST, 52.00 FEET; NORTH 00°20'31" WEST, 52.18 FEET; NORTH 25°06'43" WEST, 30.01 FEET TO THE BEGINNING OF A NON-TANGENCY CURVE; THENCE ALONG THE ARC OF A 592.00 FOOT RADIUS CURVE CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 7°37'17", (THE LONG CHORD BEARS NORTH 11°14'00" EAST, 78.69 FEET) AN ARC DISTANCE OF 78.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 15°02'39" EAST, 92.15 FEET; THENCE NORTH 34°07'52" EAST, 6.47 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. TUALATIN-SHERWOOD ROAD, BEING OF VARIABLE WIDTH FROM THE CENTERLINE THEREOF; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89°49'02" EAST, 72.34 FEET TO THE BEGINNING OF A NON-TANGENCY CURVE; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 1749.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 9°38'46", (THE LONG CHORD BEARS SOUTH 83°22'55" EAST, 294.10 FEET) AN ARC DISTANCE OF 294.45 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°12'18" EAST, 307.55 FEET; THENCE SOUTH 44°16'24" EAST, 34.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 13.947 ACRES, MORE OR LESS.



Exhibit C

LEGAL DESCRIPTION – EASEMENT AREA

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2003-044212, RECORDED MARCH 24, 2003, WASHINGTON COUNTY DEED RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" BRASS DISK, MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 29; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 NORTH 00°20'31" WEST, 2606.71 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. TUALATIN - SHERWOOD ROAD, BEING 37.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 88°12'18" EAST, 307.93 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 4037.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 1°36'37", (THE LONG CHORD BEARS SOUTH 89°00'36" EAST, 113.45 FEET) AN ARC DISTANCE OF 113.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 52°18'35" EAST, 230.07 FEET; THENCE NORTH 73°49'12" EAST, 193.56 FEET TO THE EASTERLY LINE OF SAID DEED DOCUMENT NO. 2003-044212; THENCE ALONG SAID EASTERLY LINE NORTH 00°11 '19" WEST, 94.78 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.W. TUALATIN - SHERWOOD ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 88°27'33" WEST, 246.16 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 4037.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 1°43'33", (THE LONG CHORD BEARS SOUTH 89°19'19" WEST, 121.58 FEET) AN ARC DISTANCE OF 121.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 35,146 SQUARE FEET, MORE OR LESS.

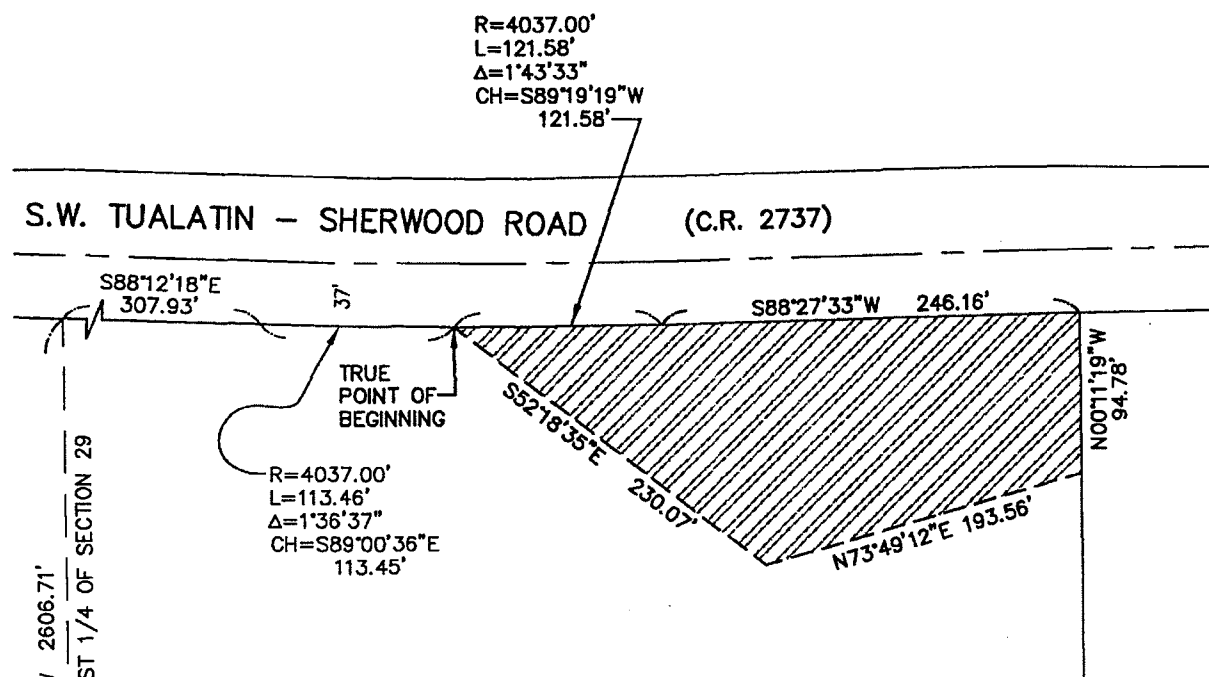
AS SHOWN ON THE MAP ATTACHED HERETO.



2004-78681

EXHIBIT MAP

SURFACE WATER EASEMENT
LOCATED IN THE S.E. ONE-QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON
DATE: AUGUST 13, 2003



WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29
 $N00^{\circ}20'31''W$ 2606.71'

DEED DOCUMENT
NO. 2003-044212



SCALE: 1" = 100'

LEGEND

- SURFACE WATER EASEMENT
35,146 SQUARE FEET
0.807 ACRES

JOB NO. TAR2947

W	R	G
DESIGN INC.		

5415 SW WESTGATE DR., PORTLAND, OREGON 97221
 (503) 419-2500 FAX: (503) 419-2600
 PLANNERS ■ ENGINEERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS



Exhibit D

STORMWATER FACILITIES MAINTENANCE PLAN

Target - Sherwood
Name of Development

Facility Operator _____
Telephone _____
Mailing Address _____

Property Owner Langer LLC
Telephone (503) 625-7070
Mailing Address 15585 SW Tualatin Sherwood Hwy

Location
Tax Lot 2S1 29D 00300
Street Address None

Facilities to be maintained

- Trapped Catch Basin(s)
- Pollution control manhole(s)
- Outlet control manhole(s)
- Detention pond(s) [tank(s)] (check one or both.)
- Pipe and outlet structures
- Other facilities as described Water Quality Pond

Acknowledgment

- The Facility Operator will maintain the above private storm drainage facilities annually. All oils, sediment and debris will be removed and deposited in an approved dumpsite. Any damaged equipment will be repaired promptly.
- Particular attention will be given to sedimentation and pollution control manholes, and detention outlet structures. All debris will be removed to assure proper functioning.
- The grates of all catch basins will be kept free of debris and leaves.
- The detention system system's outlet structure will be checked to assure that sediment accumulation has not encroached on the required detention volume. Sediment will be removed as necessary to maintain that required volume.
- The outlet control manhole will be inspected to assure that all parts are intact and the orifice is free of any debris that could cause malfunction.



The above maintenance activities will be documented annually by sending a report of what was completed to the City of Sherwood at the mailing address below. **The Annual Maintenance Report must be submitted no later than May 1 each year.**

City Engineer
City of Sherwood
400 SE Willamette Street
Sherwood, OR 97140

I hereby certify the stormwater facilities described above will be maintained according to this schedule and that I have authority to make this agreement.

Facility Operator (print name)

On behalf of (Company)

Facility Operator's Signature

Date

STATE OF OREGON)
) ss
County of _____)

This instrument was acknowledged before me on this ___ day of _____, 20 __, by _____, to be the free act and deed of said corporation/individual.

Notary Public for _____

My Commission Expires: _____