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Clark County, WA 01/15/2009 01:25



RETURN ADDRESS

CITY OF RIDGEFIELD
ATTN: CITY CLERK
P.O. BOX 608
RIDGEFIELD WA 98642

Please print neatly or type information

Document Title(s)

Agreement for inspection and maintenance of privately maintained
storm drainage facilities

Reference Number(s) of related documents:

12-23-2008 Additional Reference #'s on page _____

Grantor(s) (Last name, First name and Middle Initial)

Pleasant Ridge Jesse Hurley
Additional grantors on page _____

Grantee(s) (Last name, First name and Middle Initial)

City of Ridgefield Additional grantees on page _____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

NE 1/4 Sec 19, T4N, R1, WM Portion of Lot 12, Ridgefield Homesites
Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

n/a plat perimeter
Additional parcel #'s on page _____

Recorders Note

No Parcel Number Given

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Recorders Note
Legibility poor in a portion of
this document when received

CITY OF RIDGEFIELD
AGREEMENT FOR INSPECTION AND MAINTENANCE OF PRIVATELY
MAINTAINED STORM DRAINAGE FACILITIES

Declaration of Covenant

In consideration of approval of the development known as Pleasant Ridge, relating to real property legally described as follows:

See Exhibit C, Legal Description of Plat Perimeter for Pleasant Ridge

The undersigned, as owner(s), covenant and agree that:

1. The owner and subsequent owners of the above described property shall maintain the approved storm drainage system shown on Exhibit A in compliance with the Operation and Maintenance Schedule, Exhibit B.
2. The owner shall, in accordance with the Operation and Maintenance Schedule, record and log maintenance performed. The Operation and Maintenance records shall be retained by the Owner for a minimum of three years and shall be available to the City for inspection at all reasonable times.
3. The owner shall provide access to the storm drainage system at reasonable times for regular inspection by the City or its authorized representative to ensure that the facility is maintained in proper working condition in accordance with the Operation and Maintenance Schedule.
4. If at any time, in accordance with the Operations and Maintenance Schedule, the City of Ridgefield reasonably determines that maintenance or repair work is required to be done to the existing, approved storm drainage facilities installed on the property described above the City shall give the current owner seven days notice that the City intends to perform such maintenance or repairs, or to have them performed by others.
5. If the owner has not completed or is not diligently pursuing the repair or maintenance of the system and it becomes necessary for the City of Ridgefield to perform the work, the current owners will assume responsibility for the cost of such maintenance or repair and will reimburse the City within thirty days of the receipt of the invoice. Overdue payments will require payment of interest at the current legal rate for liquidated judgments, and any costs or fees incurred by the City, should any legal action be required to collect such payments, will be borne by the parties responsible for said reimbursements.

6. If at any time the City of Ridgefield reasonably determines that the existing and approved storm drainage system on the property poses a hazard to life and limb, or endangers property, or adversely affects the safety and operations of a public way, due to failure, damage or non-maintenance of the existing on-site storm system, and that the situation is so adverse as to preclude written notice to said owners, the City may take the measures necessary to eliminate the hazardous situation (which will mean repair or clean out of the existing system only to the same standards as originally installed and approved) provided the City has first made a reasonable effort to locate said owner before acting.

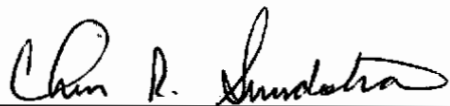
The current owners will assume responsibility for the cost of such maintenance or repair; and will reimburse the City within thirty days of receipt of the invoice. Overdue payments will require payment of interest at the current legal rate for liquidated judgments, and any costs or fees incurred by the City, should any be borne by the parties responsible for said reimbursements.

7. The owner shall keep the City of Ridgefield informed at all times as to the name, address and telephone number of the contact person responsible for the performance of maintenance or repair work to the storm drainage facilities.

These covenants are intended to protect the value and desirability of the real property described above, and to benefit all the citizens of the City of Ridgefield. They shall run with the land and be binding on all parties having or acquiring from the current owners or their successors, any right, title or interest therein, and to the benefit of all the citizens of the City of Ridgefield.

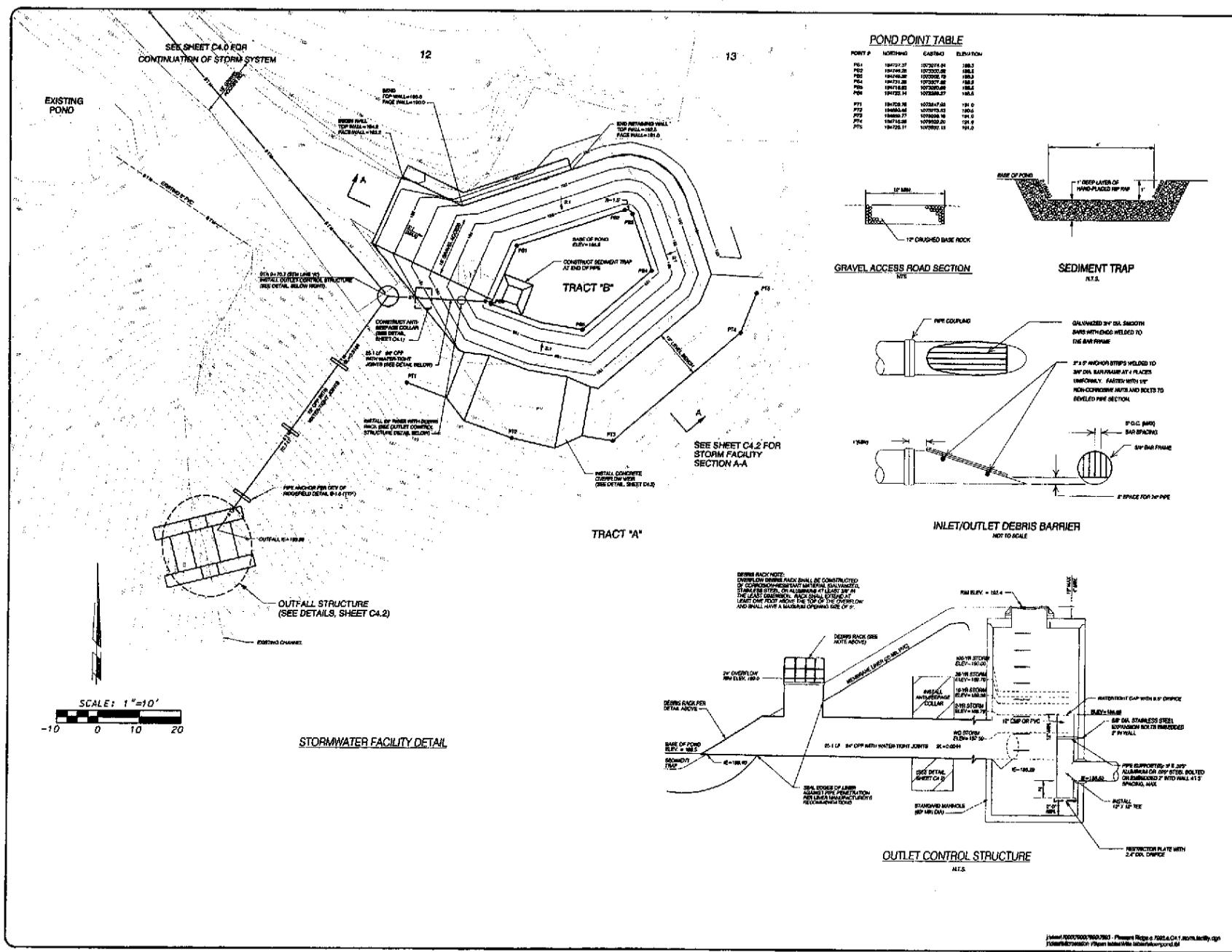
8. Lien: The City shall have a lien for costs expended by it for any repairs or maintenance properly chargeable to the owner hereunder, which lien shall be prior in right to the lien of secured parties under deeds of trust, mortgages or real estate contracts, regardless of the date of their recordation, and which shall be recordable and enforceable in the manner provided for materialmen's contractors' liens pursuant to RCW Ch. 60.04 or any successor statute thereto.
9. Attorneys' fees and costs: Should any party institute proceedings to enforce any right hereunder, including filing a lien under paragraph 8, reasonable costs and attorneys' fees thereby incurred shall be awarded to the prevailing party in such proceeding.

APPROVED AS TO FORM:



Office of the City Attorney

Exhibit A
Stormwater Plans (Two Sheets)



CLIENT:
JESSE HURLEY
1600 NE 17TH ST.
VANCOUVER, WA 98642
CITY 206-2020
CITY 206-1086 FAX

STORM FACILITY PLAN FOR:

PLEASANT RIDGE

OLSON LAND SURVEYORS & ENGINEERS
1111 BROADWAY, VANCOUVER, WA 98109

DESIGNED: GCM
DRAWN: GCM
CHECKED: PAT
DATE: DECEMBER 2008
SCALE: 1"=10'
COPYRIGHT 2008, OLSON ENGINEERING, INC.
PLEASANT RIDGE
780.01A1
SHEET
C4.1

Exhibit B

Stormwater Facility Maintenance Schedule for Pleasant Ridge Subdivision

After major storm events:

- Inspect detention pond and remove debris, especially at the pipe inlet/outlet.
- Inspect outlet structure and remove debris.
- Inspect StormFilter and perform maintenance if indicated by the inspection.

Annually:

- Inspect detention pond using the guidelines in the Stormwater Management Manual for Western Washington, Volume III, Table 3.3. Correct any deficiencies found.
- Inspect StormFilter and perform maintenance if indicated.

Inspection and maintenance frequency shall be updated as necessary based on the results of these inspections.

Exhibit C
Legal Description of Plat Perimeter for Pleasant Ridge

LEGAL DESCRIPTION FOR JESSE HURLEY
Plat Perimeter for Pleasant Ridge

November 26, 2007

A parcel of property in the Northeast 1/4 of Section 19, Township 4 North, Range 1 East of the Willamette Meridian, also being a portion of Lot 12 of Ridgefield Homesites as recorded in Book "D" of Plats at page 55, records of Clark County, Clark County, Washington, further described as follows:

BEGINNING at the Northwest Corner of said Lot 12 of said Ridgefield Homesites;

THENCE South 89° 25' 55" East along the North line of said Lot 12 a distance of 506.73 feet to a point on the centerline of Reiman Road as shown on said Plat of Ridgefield Homesites;

THENCE continuing along said centerline of said Reiman Road the following courses;

THENCE South 01° 36' 22" West 67.86 feet;

THENCE South 23° 00' 09" West 104.17 feet;

THENCE South 03° 10' 09" West 133.93 feet;

THENCE South 19° 13' 09" West 73.42 feet;

THENCE South 11° 17' 09" West 51.59 feet;

THENCE South 28° 40' 09" West 117.07 feet;

THENCE South 29° 32' 09" West 446.44 feet;

THENCE South 41° 02' 09" West 396.84 feet to the most Southerly Corner of said Lot 12;

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE along the Westerly Line of said Lot 12 the following courses:

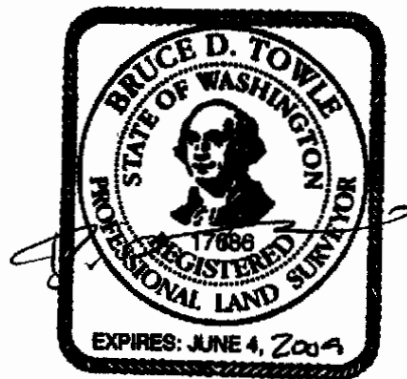
THENCE North 27° 29' 29" East 433.53 feet;

THENCE North 00° 41' 29" East 92.76 feet;

THENCE North 10° 26' 31" West 299.88 feet;

THENCE North 35° 18' 31" West 62.98 feet;

THENCE North 00° 34' 05" East 389.26 feet to the POINT OF BEGINNING.



11/27/07