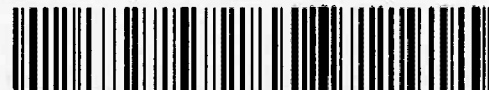


25  
31

Tax Statements to be sent to:  
Guardian Management, LLC  
710 NW 14<sup>th</sup> Ave, Second Floor  
Portland, OR 97209

After recording, please return to:  
City of Sherwood  
Engineering Department  
22560 SW Pine St  
Sherwood, OR 97140

Washington County, Oregon  
09/26/2011 12:26:40 PM  
D-IRUL Cnt=1 Stn=12 S PFEIFER  
\$25.00 \$5.00 \$11.00 \$15.00 \$5.00 - Total = \$61.00



01633510201100664790050051

I, Richard Hobernicht, 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.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



**PRIVATE STORMWATER FACILITY  
ACCESS & MAINTENANCE COVENANT**

THIS 12<sup>th</sup> DAY OF September, 2011

Guardian Affordable Housing Development LLC is the Developer of the real property subject to this Private Stormwater Facility Access and Maintenance Covenant ("Covenant"), commonly known as 21754 SW Sherwood Blvd, Sherwood, Washington County, Oregon, 97140, and more particularly described as:

Stewart Terrace Apartments Manager's Office Site Plan Modification, 21754 SW Sherwood Blvd, Sherwood, OR 97140

In consideration of the City of Sherwood approving the installation of a private stormwater facility located on this site, Owner and his/her/its successors in interest to title, hereby accept and bind themselves to the terms and conditions contained in this Covenant and the City of Sherwood Construction Standards, as those standards exist on the effective date of this Covenant and as they may be updated in the future.

This Covenant runs with the real property described herein, and shall bind and obligate any future successors in title to Owner. In the absence of privity of estate, Owner intends to create an equitable servitude. This Covenant is perpetual in nature, and may only be modified in writing, with consent by the current Owner and approval by the City of Sherwood. It is within the City's sole discretion to approve any proposed amendment or modification to this Covenant.

Owner agrees to allow City to access the property on each and every occasion as necessary to verify compliance with the terms and conditions of this Covenant.

As a condition precedent to the effectiveness of this Covenant, Owner shall provide the City with manufacturer's recommendations for the maintenance of the storm filter system.

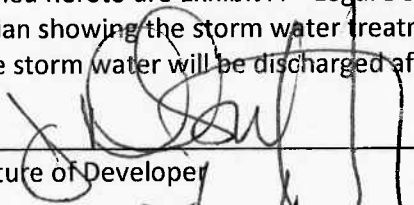
Owner shall provide annual reports documenting its compliance with the engineer's or manufacturers recommended maintenance requirements for the private stormwater facility and any applicable City of Sherwood Construction Standards. Maintenance of the system and compliance with the engineer's or manufacturer's recommendations regarding maintenance and the City's Construction Standards is the Owner's sole responsibility. Without limitation, Owner is fully responsible for all costs associated with maintaining the system. The first report shall be due exactly one year from the Engineering Department's acceptance of the improvements.

Any default by the Owner in regard to the agreed upon maintenance practices and schedule gives the City of Sherwood all repair and replacement rights with the Owner agreeing to reimburse the City for all costs including but not limited to materials, labor, equipment and administrative fees as determined at the time of services. If full reimbursement is not made within 30 days of the City's demand, City may place and record a lien against the real property described above for the costs City incurred in maintaining the system, including all design costs and other related costs incurred by the City. Owner waives any objection it may legally possess to the City placing a lien on its property. Repair and replacement rights become effective thirty (30) days after the required annual maintenance report is due.

Owner accepts that the City of Sherwood may charge a nominal administrative fee for monitoring and record keeping when such fee is adopted by City Council.

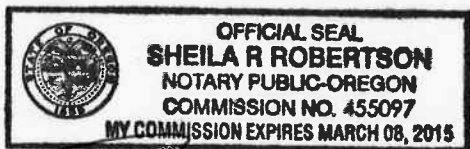
Owner warrants that he/she/it has fee title to the property and has the full authority to execute this Covenant.

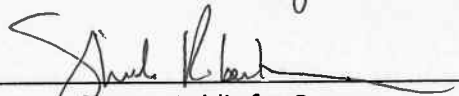
Attached hereto are Exhibit A – Legal Description; Exhibit B – Map of Legal Description; and Exhibit C – A site plan showing the storm water treatment facility location, the source of run-off entering the facility, and where storm water will be discharged after leaving the facility.


  
\_\_\_\_\_  
Signature of Developer  
5/10/11  
\_\_\_\_\_  
Date

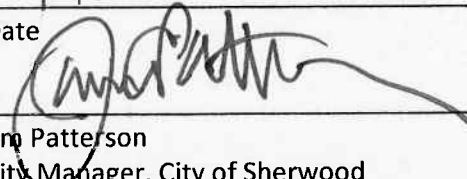
STATE OF OREGON     )  
                                  ) ss.  
County of Washington )

Subscribed and sworn to before me this 10th day of May, 2011.



  
\_\_\_\_\_  
Notary Public for Oregon

  
Tom Pessemier  
Community Development Director, City of Sherwood

9-12-2011  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Jim Patterson  
City Manager, City of Sherwood  
9-12-2011  
\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**PRIVATE STORMWATER FACILITY EASEMENT**

A PORTION OF THAT CERTAIN DEED DOCUMENT NUMBER 82-023788, WASHINGTON COUNTY DEED RECORDS, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, DESCRIBED AS EASEMENT "A", AS SET FORTH IN RECIPROCAL EASEMENT RECORDED MAY 18, 1984 AS 84018475, WASHINGTON COUNTY DEED RECORDS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH MOST INTERSECTION OF SAID DEED DOCUMENT NUMBER 82-023788 WITH THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SW SHERWOOD BOULEVARD, (30 FEET FROM THE CENTERLINE THEREOF, MEASURED PERPENDICULAR THERETO; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE EASTERLY LINE OF SAID DEED DOCUMENT NUMBER 82-023788 NORTH 45°36'15" EAST, 72.09 FEET TO AN ANGLE POINT; THENCE LEAVING SAID EASTERLY LINE SOUTH 89°35'34" EAST, 39.21 FEET TO AN ANGLE POINT; THENCE NORTH 00°12'52" WEST, 45.00 FEET TO AN ANGLE POINT; THENCE SOUTH 89°35'34" EAST, 77.80 FEET TO AN ANGLE POINT; THENCE SOUTH 03°13'31" EAST, 104.99 FEET TO AN ANGLE POINT; THENCE NORTH 89°35'34" WEST, 89.41 FEET TO AN ANGLE POINT; THENCE NORTH 00°12'52" WEST, 18.95 FEET TO AN ANGLE POINT; THENCE NORTH 89°35'34" WEST, 40.52 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SW SHERWOOD BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 44°23'25" WEST, 24.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 11637 SQUARE FEET, OR 0.267 ACRES, MORE OR LESS.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 15, 2003  
TOD V. KELSO  
50701

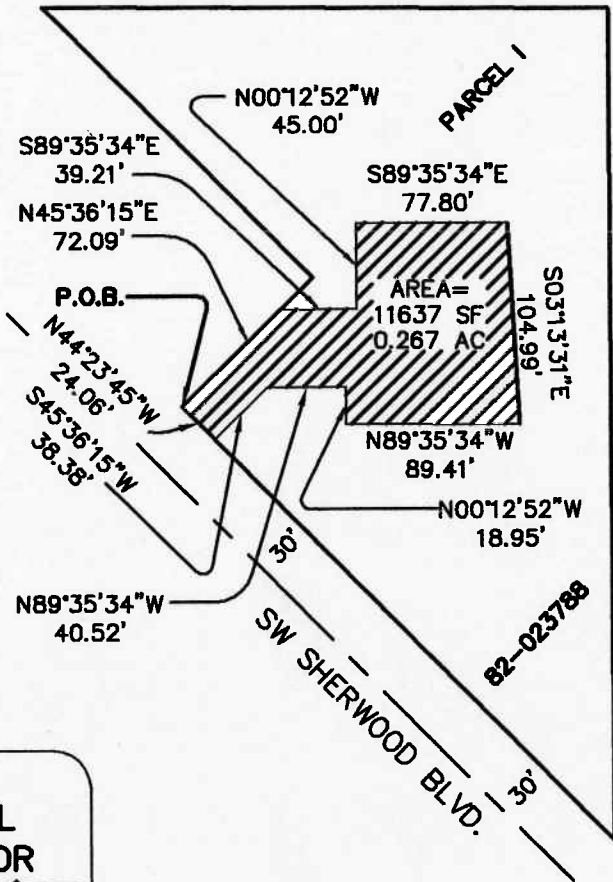
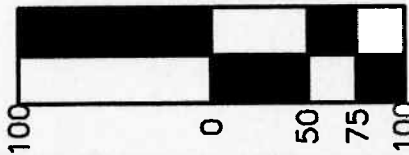
EXPIRATION DATE: 6/30/12

# EXHIBIT B

## PRIVATE STORMWATER FACILITY

A PORTION OF DOCUMENT NUMBER 82-023788 (PARCEL 1) LOCATED IN THE 1/4 OF SEC. 29, R1W, W.M., CITY OF SHERWOOD WASHINGTON COUNTY, OREGON

SCALE 1" = 100 FEET



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Tod V. Kelso*  
OREGON  
~~JULY 25, 2005~~ 6/30/13  
TOD V. KELSO  
50701

LEGEND:  
P.O.B. = POINT OF BEGINNING  
AC = ACRE

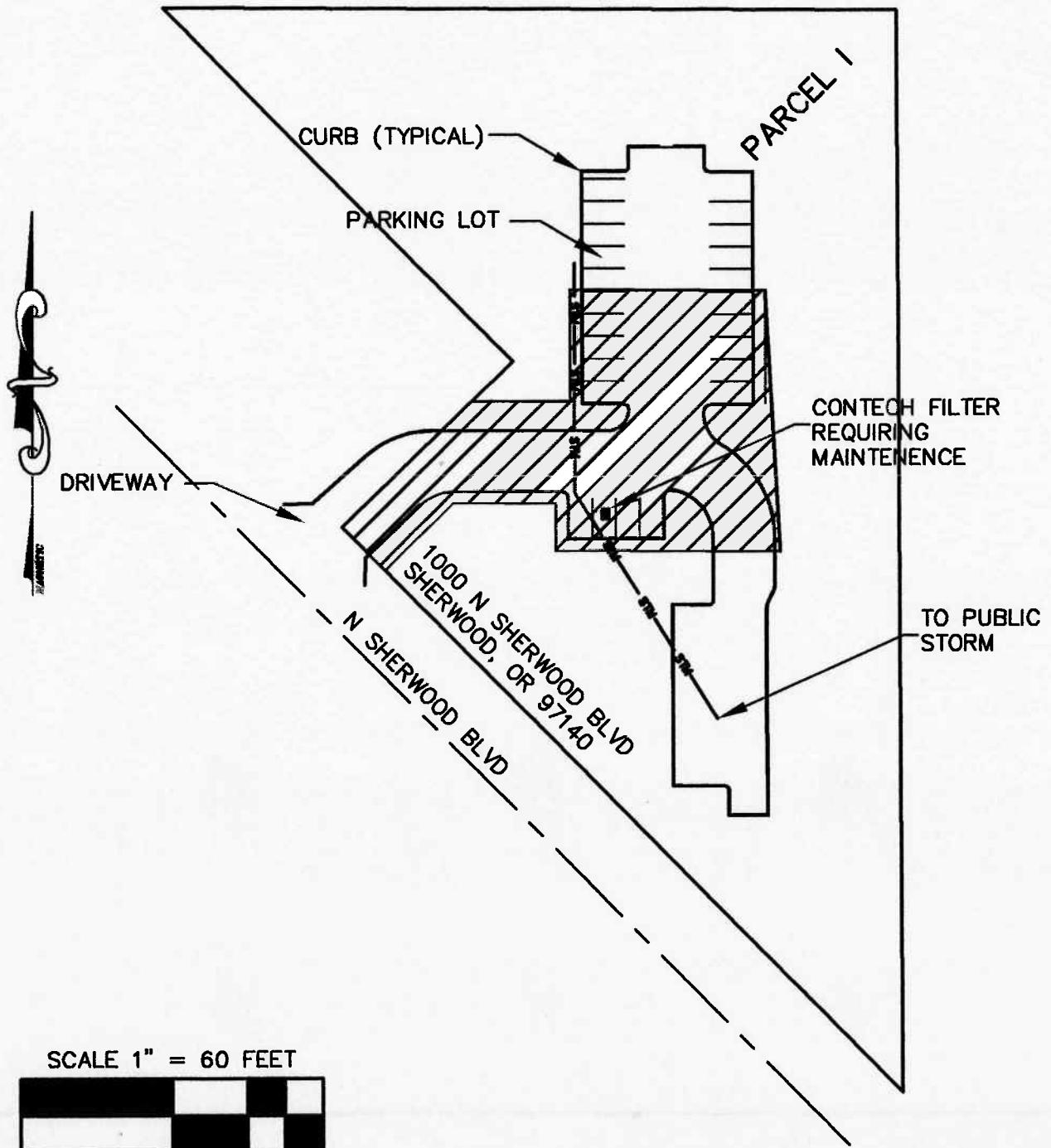
RENEWAL DATE: 06-30-11

**PKS**  
**KURAHASHI**  
& ASSOCIATES, INC.

**STEWART TERRACE STORM  
MAINTENANCE ACCESS**

JULY 13, 2011

# EXHIBIT C



**PKS**  
**KURAHASHI**  
& ASSOCIATES, INC.

## STEWART TERRACE STORM MAINTENANCE ACCESS

JULY 13, 2011