

Washington County, Oregon  
03/08/2013 04:20:24 PM

2013-021616

D-E Cnt=1 Stn=29 RECORDS1  
\$30.00 \$5.00 \$11.00 \$15.00 - Total = \$61.00



01810103201300216160060064

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



Tax Statements to be sent to:  
**JPMCC 2006-CIBC14 12TH STREET MARKET, LLC**  
Attention: Michele Ray  
c/o CIII Asset Management  
5221 North O'Connor Boulevard, Suite 600  
Irving TX 75039

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

**PRIVATE STORMWATER FACILITY  
ACCESS & MAINTENANCE COVENANT**

THIS 22<sup>nd</sup> DAY OF February, 2013

**JPMCC 2006-CIBC14 12<sup>th</sup> STREET MARKET, LLC** is the Owner and/or Developer ("Owner") of the real property subject to this Private Stormwater Facility Access and Maintenance Covenant ("Covenant"), commonly known as Sherwood Marketplace located on SW 12<sup>th</sup> Street, Sherwood, Washington County, Oregon, 97140, and more particularly described as:

Marketplace of Sherwood  
Parcels 1-3 of the Partition Plat No. 1995-110, located at the NE corner of Hwy 99W and SW 12<sup>th</sup> Street

In consideration of the City of Sherwood approving the required continuing maintenance of an existing 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.

**JPMCC 2006-CIBC14 12TH STREET MARKET, LLC**, an Oregon limited liability company

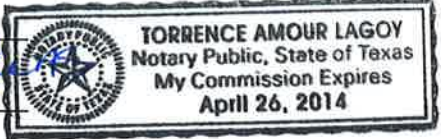
By: CIII ASSET MANAGEMENT LLC,  
a Delaware limited liability company, its Manager

By:   
Name: Michele Ray  
Title: Servicing Officer

STATE OF OREGON )  
 ) ss.  
County of Washington )

Personally came before me this 22 day of FEBRUARY, 2013, the above named Michele Ray, to me known to be the Servicing Officer of C-III Asset Management LLC, a Delaware limited liability company, who is the Manager of JPMCC 2006-CBIC14 12<sup>TH</sup> STREET MARKET, LLC, an Oregon limited liability company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Torrence Amour Lagoy  
Notary Public for Oregon TEXAS, DAKOTA  
My Commission Expires: 4-26-14



Robert Galati  
Robert Galati P.E.  
City Engineer  
City of Sherwood

3.4.2013  
Date

Joseph Gall  
Joseph Gall, ICMA-CM  
City Manager  
City of Sherwood

3/1/13  
Date

**EXHIBIT 'A'**  
**PRIVATE STORMWATER FACILITY EASEMENT**

A TRACT OF LAND LOCATED IN THE IN THE SOUTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, IN THE CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON AND BEING A PORTION OF 'NEW PARCEL 2' OF THAT WARRANTY DEED RECORDED ON MAY 15, 1996 AS DOC. NO. 96043221, RECORDS OF WASHINGTON COUNTY. SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF 'NEW PARCEL 2' OF THAT WARRANTY DEED RECORDED ON MAY 15, 1996 AS DOC. NO. 96043221, RECORDS OF WASHINGTON COUNTY;

THENCE ALONG THE NORTHWESTERN LINE OF SAID PARCEL, BEING COINCIDENT WITH THE SOUTHEASTERN RIGHT-OF-WAY LINE OF SW PACIFIC HIGHWAY (US 99W), NORTH 46°53'37" EAST, 90.00 FEET;

THENCE SOUTH 43°06'23" EAST, 29.60 FEET;

THENCE SOUTH 00°52'25" WEST, 23.37 FEET;

THENCE SOUTH 18°19'44" WEST, 10.09 FEET;

THENCE SOUTH 02°07'08" WEST, 38.53 FEET;

THENCE SOUTH 63°08'59" EAST, 108.97 FEET;

THENCE NORTH 89°18'14" EAST, 20.50 FEET;

THENCE SOUTH 07°48'36" WEST, 47.50 FEET TO THE SOUTHWEST LINE OF SAID PARCEL, BEING COINCIDENT WITH THE NORTHEASTERN RIGHT-OF-WAY OF SW 12<sup>TH</sup> STREET, AT A POINT OF NON-TANGENT CURVATURE WITH A 165.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST FROM WHICH THE RADIAL LINE BEARS NORTH 00°13'42" WEST;

THENCE ALONG SAID SOUTHWESTERN PROPERTY LINE CURVE THROUGH A CENTRAL ANGLE OF 46°52'31" (THE CHORD BEARS NORTH 66°47'26" WEST, 131.26 FEET) AN ARC DISTANCE OF 134.99 FEET;

THENCE CONTINUING ALONG SAID PROPERTY LINE NORTH 43°21'10" WEST, 104.33 FEET TO THE POINT OF BEGINNING.

SAID TRACT IS MORE PARTICULARLY DEPICTED ON THE ACCOMPANYING EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART HEREOF.

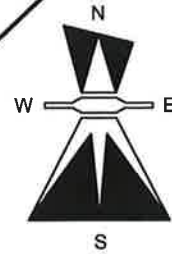
SAID TRACT CONTAINS 12,763 SQUARE FEET / 0.29 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NAD83[CORS96-2002] OREGON COORDINATE REFERENCE SYSTEM, PORTLAND ZONE.

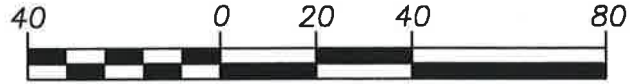


RENEWAL: 12-31-14

EXHIBIT 'B'  
PRIVATE STORMWATER FACILITY EASEMENT



SCALE



( FEET )  
1 INCH = 40 FT

POINT OF BEGINNING  
MOST WESTERLY  
CORNER OF 'NEW  
PARCEL 2'  
DOC. NO. 96043221

SW PACIFIC HWY (US 99W)

SW 12TH ST

S43°06'23"E 29.60'  
90.00'  
N46°53'37"E  
N43°21'10"W 104.33'

S00°52'25"W  
23.37'

S18°19'44"W  
10.09'

'NEW PARCEL 2'  
DOC. NO. 96043221

M80°07'08"W  
38.53'

S63°08'59"E  
108.97'

N89°18'14"E  
20.50'

PRIVATE STORM WATER  
FACILITY EASEMENT  
± 12,763 SQUARE FEET /  
0.29 ACRES

S07°48'36"W  
47.50'

R=165.00'  
L=134.99'  
Δ=46°52'31"

CHORD=N66°47'26"W, 131.26'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 19, 1994  
JOHN D. PUTNAM  
2676

RENEWAL: 12-31-14

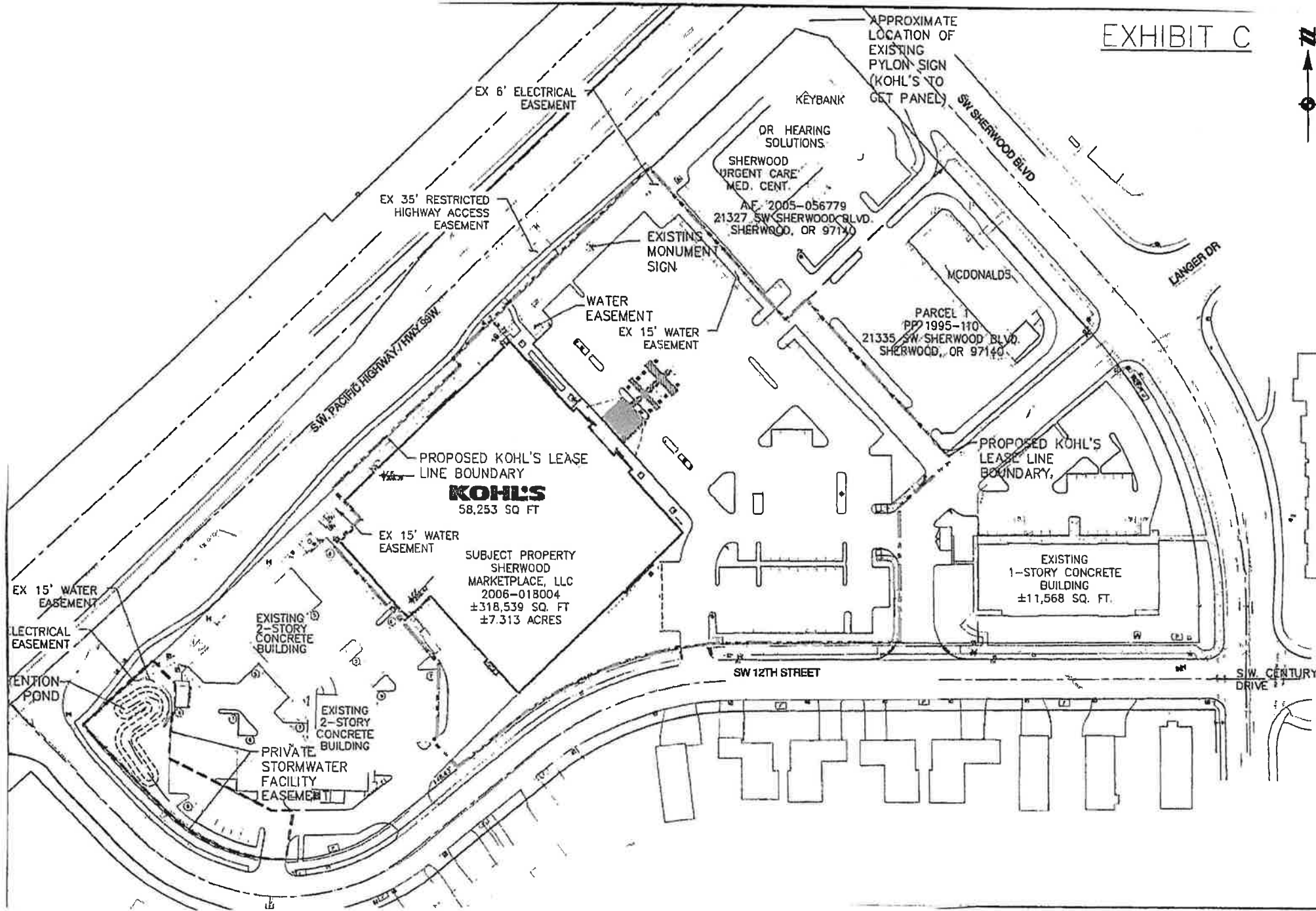
1/15/2013



1724 23rd Avenue | Forest Grove OR 97116  
T: 503.359.1688 | www.oriongeomatics.com

2011017/ KOHLS BNDY.DWG  
JANUARY 14, 2013

EXHIBIT C



EX 6' ELECTRICAL EASEMENT

EX 35' RESTRICTED HIGHWAY ACCESS EASEMENT

EXISTING MONUMENT SIGN

WATER EASEMENT EX 15' WATER EASEMENT

PROPOSED KOHL'S LEASE LINE BOUNDARY  
**KOHL'S**  
58,253 SQ FT

SUBJECT PROPERTY  
SHERWOOD  
MARKETPLACE, LLC  
2006-018004  
±318,539 SQ. FT  
±7.313 ACRES

EX 15' WATER EASEMENT

EX 15' WATER EASEMENT

ELECTRICAL EASEMENT

RETENTION POND

EXISTING 2-STORY CONCRETE BUILDING

EXISTING 2-STORY CONCRETE BUILDING

PRIVATE STORMWATER FACILITY EASEMENT

SW 12TH STREET

SW CENTURY DRIVE

APPROXIMATE LOCATION OF EXISTING PYLON SIGN (KOHL'S TO GET PANEL)

KEYBANK

DR HEARING SOLUTIONS

SHERWOOD URGENT CARE MED. CENT.

A.F. 2005-056779  
21327 SW SHERWOOD BLVD.  
SHERWOOD, OR 97144

MCDONALDS

PARCEL 1  
PP 1995-110  
21335 SW SHERWOOD BLVD.  
SHERWOOD, OR 97140

PROPOSED KOHL'S LEASE LINE BOUNDARY.

EXISTING 1-STORY CONCRETE BUILDING  
±11,568 SQ. FT.