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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:  
NW Natural Gas Company  
220 NW Second Avenue  
Portland, Or 97209

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

**PRIVATE STORMWATER FACILITY  
ACCESS & MAINTENANCE COVENANT**

THIS 5<sup>th</sup> DAY OF December, 2013

NW Natural Gas Company 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 20285 SW Cipole Road, Sherwood, Washington County, Oregon, 97140, and more particularly described as:

See Exhibit "A" for Legal Description and Exhibit "B" for Map of Legal Description.

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.

*[Handwritten Signature]*

Dan Nielsen  
Owner's Representative

12/5/13  
Date



STATE OF OREGON     )  
                                  ) ss.  
County of Washington )

Subscribed and sworn to before me this 5<sup>th</sup> day of December, 2013.

*[Handwritten Signature]*  
Notary Public for Oregon

*[Handwritten Signature]* 12-19-13  
Robert Galati  
City Engineer  
City of Sherwood

\_\_\_\_\_  
Date

*[Handwritten Signature]*  
Joseph Gall, ICMA-CM  
City Manager  
City of Sherwood  
12/20/13  
Date

**PRELIMINARY REPORT**  
(Continued)

Order No.: 20110041823-FTPOR01

**EXHIBIT "ONE" "A"**

Parcel 1: A parcel of land in the North half of the Northeast quarter of Section 28, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, said parcel of land being more particularly described as follows:

Commencing at a 3-1/4 inch aluminum cap being the North one-quarter corner between Sections 21 and 28, Township 2 South, Range 1 West of the Willamette Meridian; thence South 00°22'19" West along the North-South center-section line of said Section 28, 1171.91 feet to a point on the Southeasterly right-of-way line of the Southern Pacific Railroad and the beginning point of said parcel to be described; thence North 47°54'28" East along the Southeasterly right-of-way of said Southern Pacific Railroad 1467.59 feet to a point on the Southwesterly right-of-way of County Road No. 505 (Cipole Road), and 20 feet Southwesterly (when measured at right angles) from the center line of said road; thence South 29°29" East along said right-of-way, 871.56 feet to an angle point in said right-of-way; thence South 09°08'30" East along said right-of-way, 83.59 feet to the North line of that tract of land described in Document recorded as Fee No. 96086805 of the Washington County Film Records; thence North 89°34'33" West along aforesaid tract 690.13 feet to a 5/8 inch iron rod with yellow plastic cap marked "Compass Corp"; thence South 00°16'20" West along the West line of the aforesaid tract 295.17 feet to the Southwest corner thereof; thence North 89°41'39" West along the most Southerly line of that tract described in Fee No. 81024434, 840.72 feet to the North-South center section line of Section 28; thence North 00°22'19" East 144.84 feet to the point of beginning.

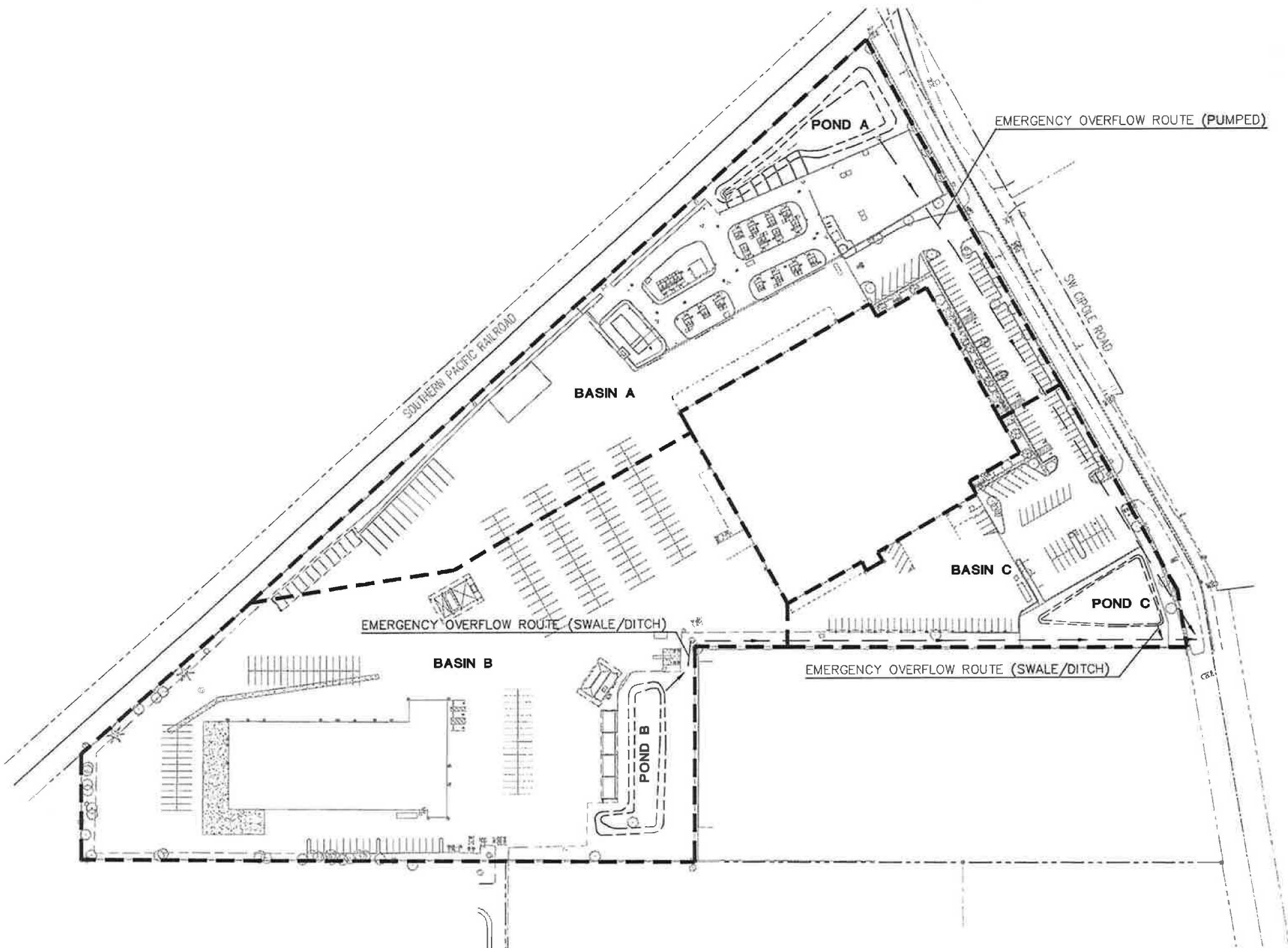
EXCEPTING THEREFROM that portion conveyed to Washington County, a political subdivision of the State of Oregon by Right-Of-Way Dedication Deed recorded March 4, 1999, Recorder's Fee No. 99027161.

Parcel 2: An Easement for Roadway and Utility, recorded December 29, 1995 as Fee No. 95-096016 and Modification and Confirmation of Easement recorded April 18, 2001 as Fee No. 2001-033946, described as follows:

A strip of land 25.00 feet wide for access easement situated in the Northeast one-quarter of Section 28, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being in Lot 3, EDY ROAD INDUSTRIAL PARK, said 25.00 foot wide strip of land lying Westerly, adjacent and contiguous to the following described line:

Beginning at the Northeast corner of said Lot 3, EDY ROAD INDUSTRIAL PARK, said Northeast corner bears South 00°18'32" West 1316.83 feet and South 89°41'39" East 581.80 feet from the North one-quarter corner of said Section 28; thence South 00°26'01" West 331.52 feet to the Southerly terminus of the herein described easement, said terminus intersecting the Northerly terminus of Wild Rose Place, a dedicated road per plat of EDY ROAD INDUSTRIAL PARK.





**EXHIBIT C**