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Washington County, Oregon
01/21/2014 09:44:17 AM
D-IRUL Cnt=1 Stn=22 I REED
\$20.00 \$5.00 \$11.00 \$20.00 - Total = \$56.00

2014-003194

Tax Statements to be sent to:
Leichner Trust
c/o Michael & Cynthia Leichner
PO Box 1150
13910 SW Tualatin-Sherwood Road
Sherwood, OR 97140



01910794201400031940040042
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



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

**PRIVATE STORMWATER FACILITY
ACCESS & MAINTENANCE COVENANT**

Lorry I. Leichner 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 13910 SW Tualatin Sherwood Road, Sherwood, Washington County, Oregon, 97140, and more particularly described as:

Pride Recycling Company, 13910 SW Tualatin-Sherwood Road, 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.

Reference Partition Plat number 2014-002 and also attached hereto are Exhibit A for the Legal Description; Map of Legal Description; and 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.

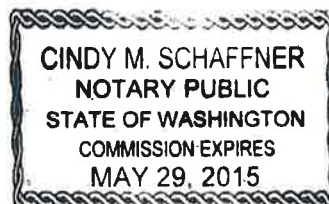
Lorry L. Lechner
(Signature - Lorry L. Lechner)

STATE OF WASHINGTON)
)SS
COUNTY OF CLARK)

On this 9 day of January, 2014, before me, a notary public in and for said County and State, personally appeared Lorry L. Lechner proven to me to be their person whose name subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Cindy M. Schaffner
NOTARY PUBLIC FOR WASHINGTON
MY COMMISSION EXPIRES: 5/29/15




**PRIVATE STORMWATER FACILITY
ACCESS & MAINTENANCE COVENANT**



Robert Galati
City Engineer
City of Sherwood

7.23.13

Date

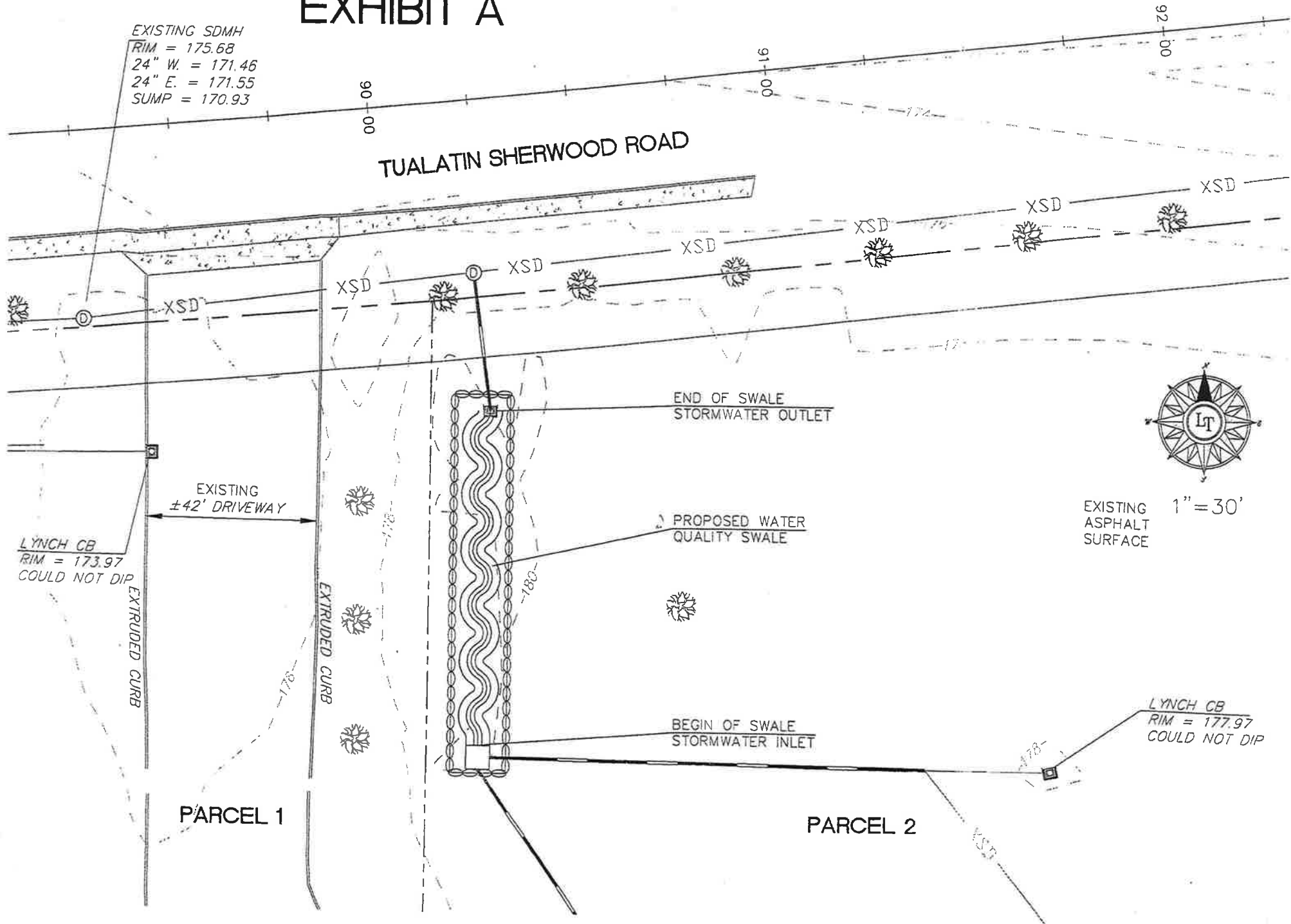


Joseph Gall, ICMA-CM
City Manager
City of Sherwood

7/23/13

Date

EXHIBIT A



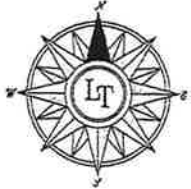
EXISTING SDMH
RIM = 175.68
24" W. = 171.46
24" E. = 171.55
SUMP = 170.93

TUALATIN SHERWOOD ROAD

END OF SWALE
STORMWATER OUTLET

PROPOSED WATER
QUALITY SWALE

BEGIN OF SWALE
STORMWATER INLET



EXISTING ASPHALT SURFACE
1" = 30'

LYNCH CB
RIM = 173.97
COULD NOT DIP

PARCEL 1

PARCEL 2

LYNCH CB
RIM = 177.97
COULD NOT DIP