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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:  
Amerco Real Estate Company  
2727 N Central Ave.  
Phoenix, Az 85004

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

**PRIVATE STORMWATER FACILITY  
ACCESS & MAINTENANCE COVENANT**

THIS 22nd DAY OF May, 2014

Amerco real Estate 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 U-Haul Sherwood, 13921 SW Tualatin-Sherwood Road, Sherwood, Washington County, Oregon, 97140, and more particularly described as:

U-Haul Sherwood, 13921 Tualatin-Sherwood Road, Sherwood, Wa. 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.

Arbo/k care  
Signature of Owner

5/22/14  
Date

Arbo/k care  
10/6/2014

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

Subscribed and sworn to before me this 22<sup>nd</sup> day of May, 2014.  
6<sup>th</sup> October

Misty Farrow  
Misty Dorman  
10/6/14

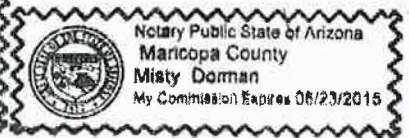
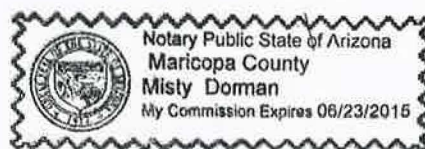
Misty Farrow  
Notary Public for Arizona Misty Dorman

Bob Galati  
Robert Galati  
City Engineer  
City of Sherwood

10.8.14  
Date

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

10/8/14  
Date



**EXHIBIT "A"**

**PARCEL I:**

**A TRACT OF LAND IN THE NORTHWEST ONE-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, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE CENTER OF SAID SECTION; THENCE ALONG THE EAST-WEST CENTER SECTION LINE, SOUTH 89°31'42" WEST A DISTANCE OF 1,081.45 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;  
THENCE NORTH 0°28'18" WEST A DISTANCE OF 107.34 FEET TO AN IRON ROD;  
THENCE NORTH 57°11'12" EAST A DISTANCE OF 288.16 FEET TO A POINT;  
THENCE SOUTH 0°28'18" EAST A DISTANCE OF 261.49 FEET MORE OR LESS TO A POINT ON SAID EAST-WEST CENTER SECTION LINE;  
THENCE SOUTH 89°31'42" WEST A DISTANCE OF 243.46 FEET TO THE TRUE POINT OF BEGINNING.**

**EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF RELOCATED TUALATIN SHERWOOD ROAD.**

**THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.**

**PARCEL II:**

**A TRACT OF LAND IN THE NORTHWEST ONE-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, DESCRIBED AS FOLLOWS:**

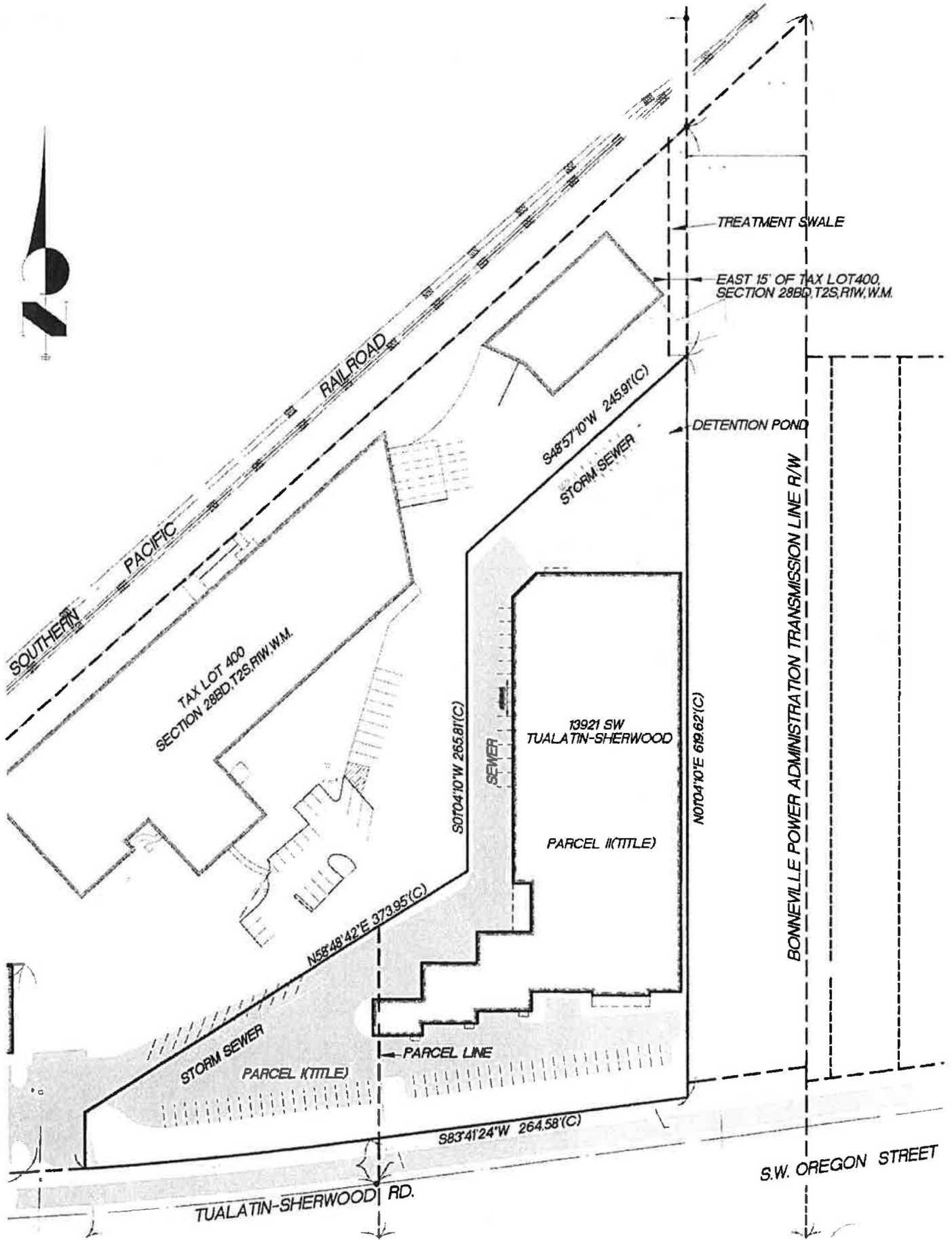
**BEGINNING AT THE CENTER OF SAID SECTION;  
THENCE ALONG THE EAST-WEST CENTER SECTION LINE, SOUTH 89°31'42" WEST A DISTANCE OF 837.99 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;  
THENCE NORTH 0°28'18" WEST A DISTANCE OF 261.49 FEET TO A POINT;  
THENCE NORTH 57°11'12" EAST A DISTANCE OF 85.79 FEET TO AN IRON ROD;  
THENCE NORTH 0°33'20" WEST A DISTANCE OF 265.81 FEET TO AN IRON ROD;  
THENCE NORTH 47°19'40" EAST A DISTANCE OF 380.71 FEET TO AN IRON ROD;  
THENCE SOUTH 0°33'20" EAST A DISTANCE OF 828.93 FEET TO A POINT ON SAID EAST-WEST CENTER SECTION LINE;  
THENCE SOUTH 89°31'42" WEST A DISTANCE OF 355.34 FEET TO THE TRUE POINT OF BEGINNING.**

**EXCEPTING THEREFROM THAT PORTION WITHIN THE BONNEVILLE POWER**

**ADMINISTRATION ELECTRIC TRANSMISSION LINE RIGHT OF WAY, 100 FEET IN WIDTH, AS DESCRIBED IN INSTRUMENT RECORDED MAY 22, 1939 IN DEED BOOK 180, PAGE 0501, WASHINGTON COUNTY DEED RECORDS.**

**ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF RELOCATED TUALATIN SHERWOOD ROAD.**

**THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.**



**EXHIBIT B**

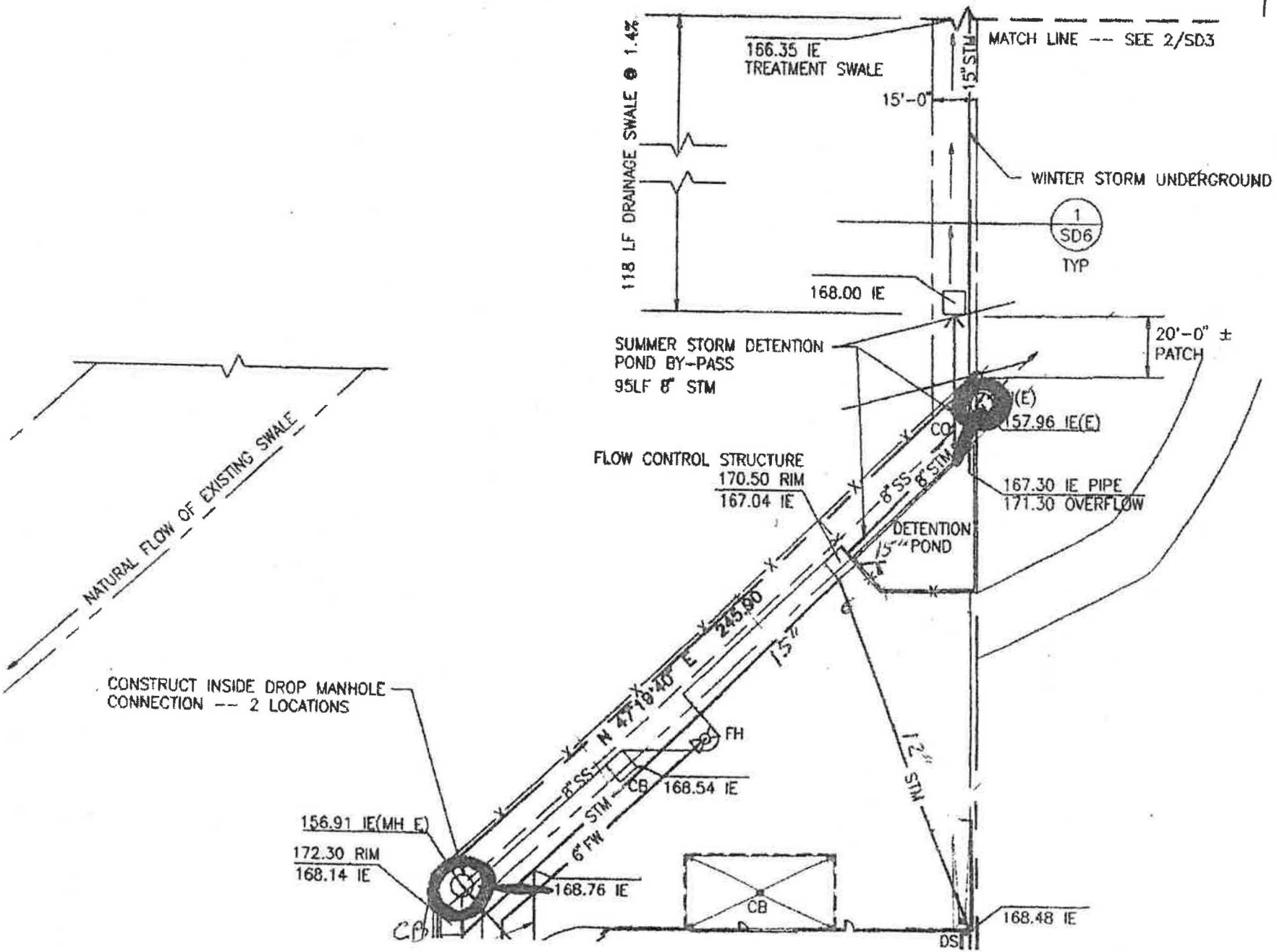


EXHIBIT C