

Washington County, Oregon  
12/16/2015 11:07:13 AM  
D-IPPS Cnt=1 Stn=29 RECORDS1  
\$25.00 \$5.00 \$11.00 \$20.00 - Total = \$61.00

2015-102839



02115638201501028390050052

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:  
Gamroth Properties, LLC  
21380 SW Chapman Road  
Sherwood, OR 97140

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

**PRIVATE STORMWATER FACILITY  
ACCESS & MAINTENANCE COVENANT**

THIS 14<sup>th</sup> DAY OF December, 2015

Gamroth Properties, 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 Rothsport Road & Race, Inc., 14015 SW Galbreath Drive, 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 treatment 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.

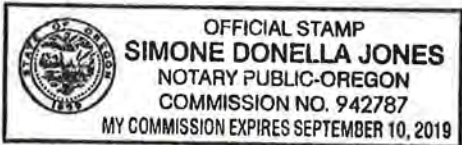
Attached hereto are Exhibit A – Legal Description; Exhibit B – Map of Legal Description; and Exhibit C – A site plan showing the storm water treatment facility location, the source of run-off entering the facility, and where storm water will be discharged after leaving the facility.

[Signature]  
Signature of Owner

12/14/2015  
Date

STATE OF OREGON     )  
                                  ) ss.  
County of Washington )

Subscribed and sworn to before me this 14<sup>th</sup> day of December, 2015.



[Signature]  
Notary Public for Oregon

[Signature]  
Robert Galati  
City Engineer  
City of Sherwood

12-15-15  
Date

[Signature]  
Joseph Gall, ICMA-CM  
City Manager  
City of Sherwood

12/15/15  
Date

**EXHIBIT A**

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**Description of Property**

Industrial Park of Sherwood, Lot 5, records of Washington County,  
Oregon.

Map 2s128bc-00500

Located at the address of 14015 SW Galbreath Dr., Sherwood, OR 97140 in  
Washington County, Oregon.





SW 1/4 NW 1/4 SECTION 28 T 2 S RIW W.M.  
WASHINGTON COUNTY

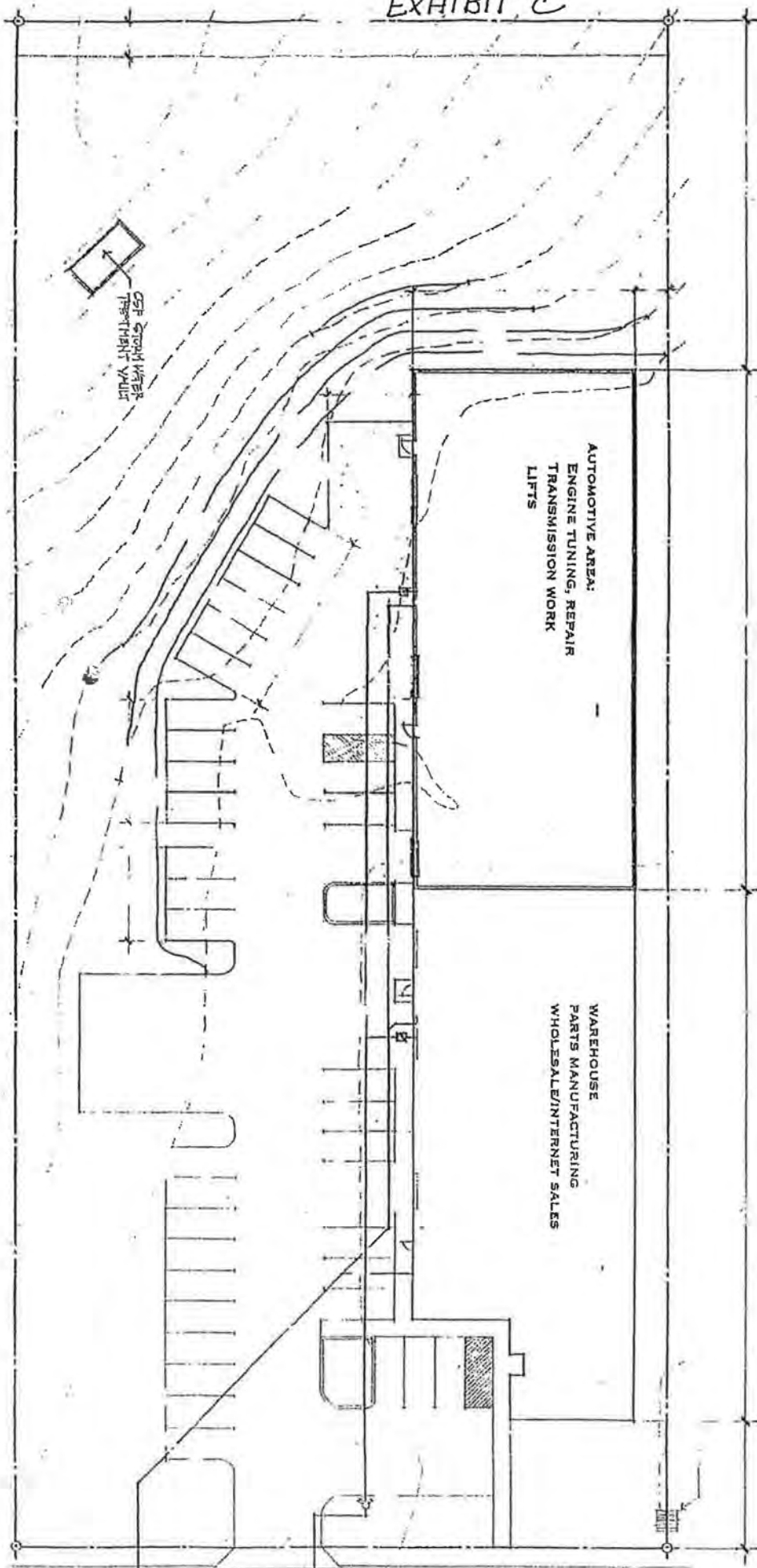
2S | 28BC  
SHERWOOD

SCALE 1"=100'

Exhibit B



EXHIBIT C



CSP STORM WATER TREATMENT VAULT

AUTOMOTIVE AREA:  
ENGINE TUNING, REPAIR  
TRANSMISSION WORK  
LIFTS

WAREHOUSE  
PARTS MANUFACTURING  
WHOLESALE/INTERNET SALES

SALBREATH

DRIVE