

Tax Statements to be sent to:
Sherwood School District 88J – District Office
23295 SW Main Street
Sherwood, OR 97140

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

Washington County, Oregon 2016-086036

10/20/2016 01:31:28 PM

D-AE Cnt=2 Stn=21 RECORDS1

\$30.00 \$5.00 \$5.00 \$11.00 \$20.00 - Total = \$71.00



02215004201600860360060065

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



**PRIVATE STORMWATER FACILITY
ACCESS & MAINTENANCE COVENANT**

THIS 2nd DAY OF September, 2016

Sherwood School District 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 High School (16956 SW Meinecke Rd), 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 then-current Owner and approval by the City of Sherwood. It is within the City's sole discretion whether to approve any proposed amendment or modification to this Covenant.

Owner agrees to allow City to access the property described herein on each and every occasion as necessary to verify compliance with the terms and conditions 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 thirty (30) calendar 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.

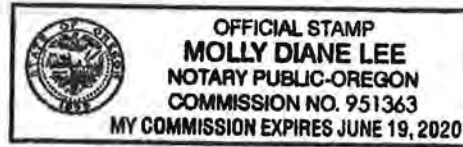
Owner accepts that the City of Sherwood may charge a nominal administrative fee for monitoring and record keeping when such fee is adopted by City Council.

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

09.02.16
Date



STATE OF OREGON)
) ss.
County of Washington)

Subscribed and sworn to before me this 2nd day of September, 2016

[Signature]
Notary Public for Oregon

[Signature]
Robert Galati
City Engineer
City of Sherwood

9.15.16
Date

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

9/14/16
Date

[Signature]
Approved as to form: City Attorney

EXHIBIT A

2458

175
27 30
L43-011

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS, That W. A. MEINECKE and DONNA B. MEINECKE, husband and wife, hereinafter called the grantor, in consideration of TEN (\$10.00) Dollars and other valuable considerations, to grantor paid by UNION HIGH SCHOOL DISTRICT #9 JOINT (Sherwood), Washington County, Oregon, of the County of Washington, State of Oregon, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee, grantee's successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Washington and State of Oregon, described as follows, to-wit:

TRACT I:

Those certain real premises in the Northeast quarter of Section 31, Township 2 S., R.1 West, Willamette Meridian, Washington County, Oregon, being a portion of the tract conveyed by Hertha C. Meinecke to Willie A. Meinecke et ux, by deed recorded April 21, 1958, in Book 404, page 81, Deed Records, more particularly described as:

BEGINNING at a point on the East line of Section 31, Township 2 S., R.1 West, W.M., at the Northeast corner of said Meinecke tract 1513.0 feet, more or less, South from the Northeast corner of said Section 31; thence South along the East line of said Section 31, 724.8 feet, more or less, to a point on the East line of Section 31, which point is the Southeast corner of said Meinecke tract; thence South 89° 11' West 290 feet to a point; thence South 0° 29' East 164.9 feet to a point on the centerline of that certain right of way described in deed recorded May 23, 1912, in Book 115, page 52, Deed Records; thence South 89° 08' West along the South line of said Meinecke tract, which line is also the centerline of the right of way hereinabove described, 1028 feet to a point 422 feet North of the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 31, such point being the Southwest corner of said Meinecke tract; thence North 0° 39' West along the West line of said Meinecke tract 891.8 feet to a point marked by an iron pipe on the North line of said Meinecke tract; thence North 89° 11' East along the North line of said Meinecke tract 1520 feet, more or less, to the point of beginning. EXCEPTING THEREFROM that portion thereof, hereinafter designated as Tract II and described as follows:

Tract II, Beginning at a point on the South line of Tract I, hereinabove described, North 89° 08' East, 290 feet from the Southwesterly most corner of Tract I first described; thence North 0° 29' West 360 feet to a point; thence North 89° 08' East 130 feet to a point; thence South 0° 29' East 360 feet to a point; thence South 89° 08' West 130 feet to a point; TOGETHER WITH a non-exclusive right of way and easement for road and utility purposes on, over and across a strip of land 40 feet wide, lying East of, along and within 40 feet of the following described line; BEGINNING at a point North 89° 08' East, 1028 feet from the Southwest corner of Tract I above described; thence North 0° 29' West 164.9 feet to a point.

RESERVING unto the Grantors a non-exclusive right of way and easement for road and utility purposes, on, over and across a 40 foot strip of land lying Easterly of, along and within 40 feet of that portion of the Easterly line of Tract II, described as follows: BEGINNING at a point of the East line of Tract II, N. 89° 08' East 1028 feet and N. 0° 29' West, 164.9 ft. from the Southwest corner of Tract I above described; thence N. 0° 29' West 193.1 ft. to a point, being the Northeast corner of Tract II above described.

SUBJECT to an easement, including the terms and provisions thereof for roadway, affecting the South 10 feet, as set forth in instrument

page 2-
DEED .

JACK C. NULSEN, JR.
ATTORNEY AT LAW
412 E. First St. - Sherwood, Ore. 97131
TELEPHONE 228-9222

BOOK 588 PAGE 618

EXHIBIT A

3458

DEED - Page 2

recorded February 23, 1919, in Book 118, page 53, Deed Records of Washington County, Oregon, and rights of the public in any portion of the above described real premises within public roads.

To Have and to Hold the above described and granted premises unto the said grantee and grantee's successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand and seal this 19 day of July, 1965.

W.A. Meinecke
Donna B. Meinecke

STATE OF OREGON

County of Yamhill

July 19th, 1965.

Personally appeared the above named W. A. MEINECKE and DONNA B. MEINECKE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon.

My Commission expires 8/15/66.

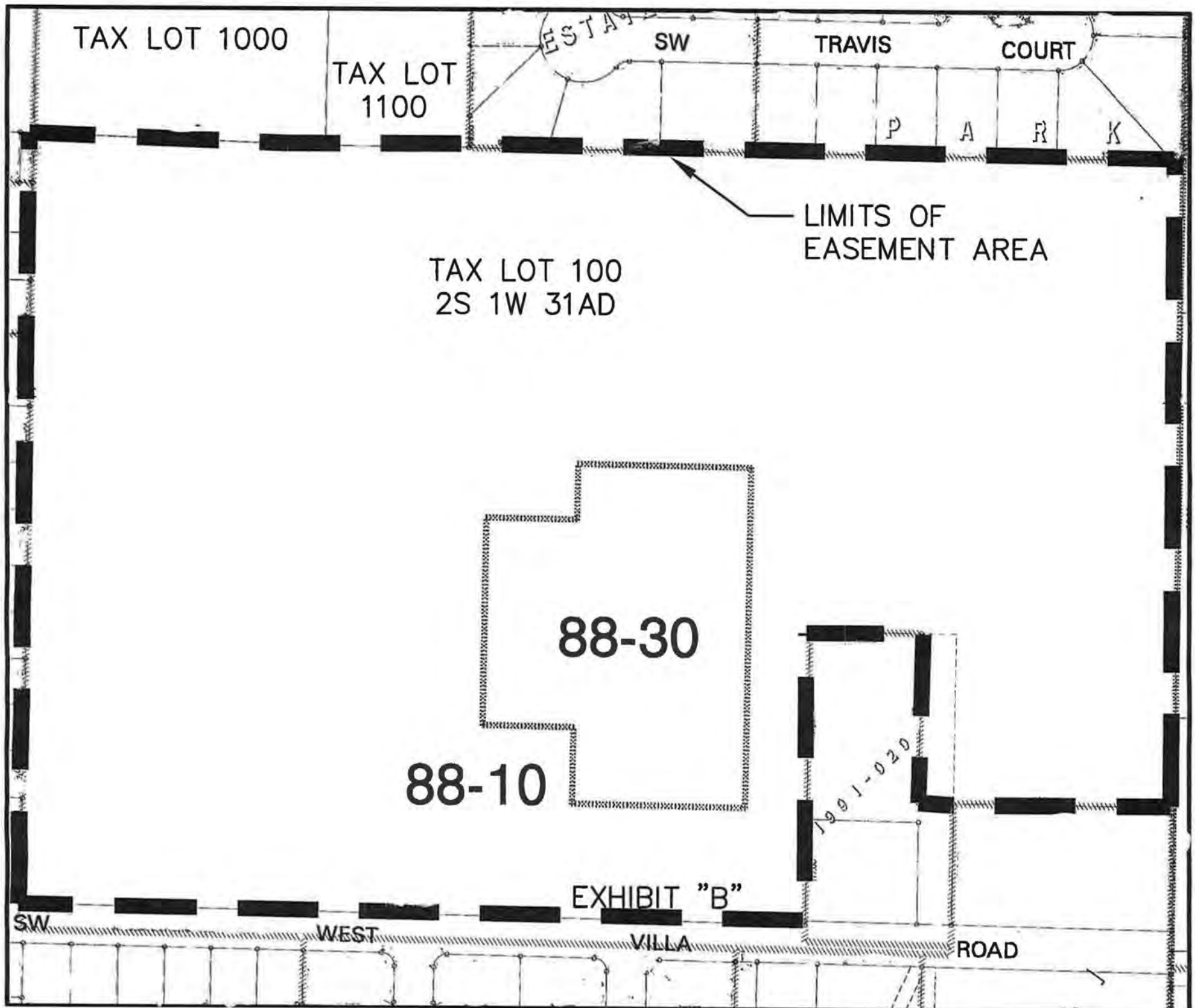


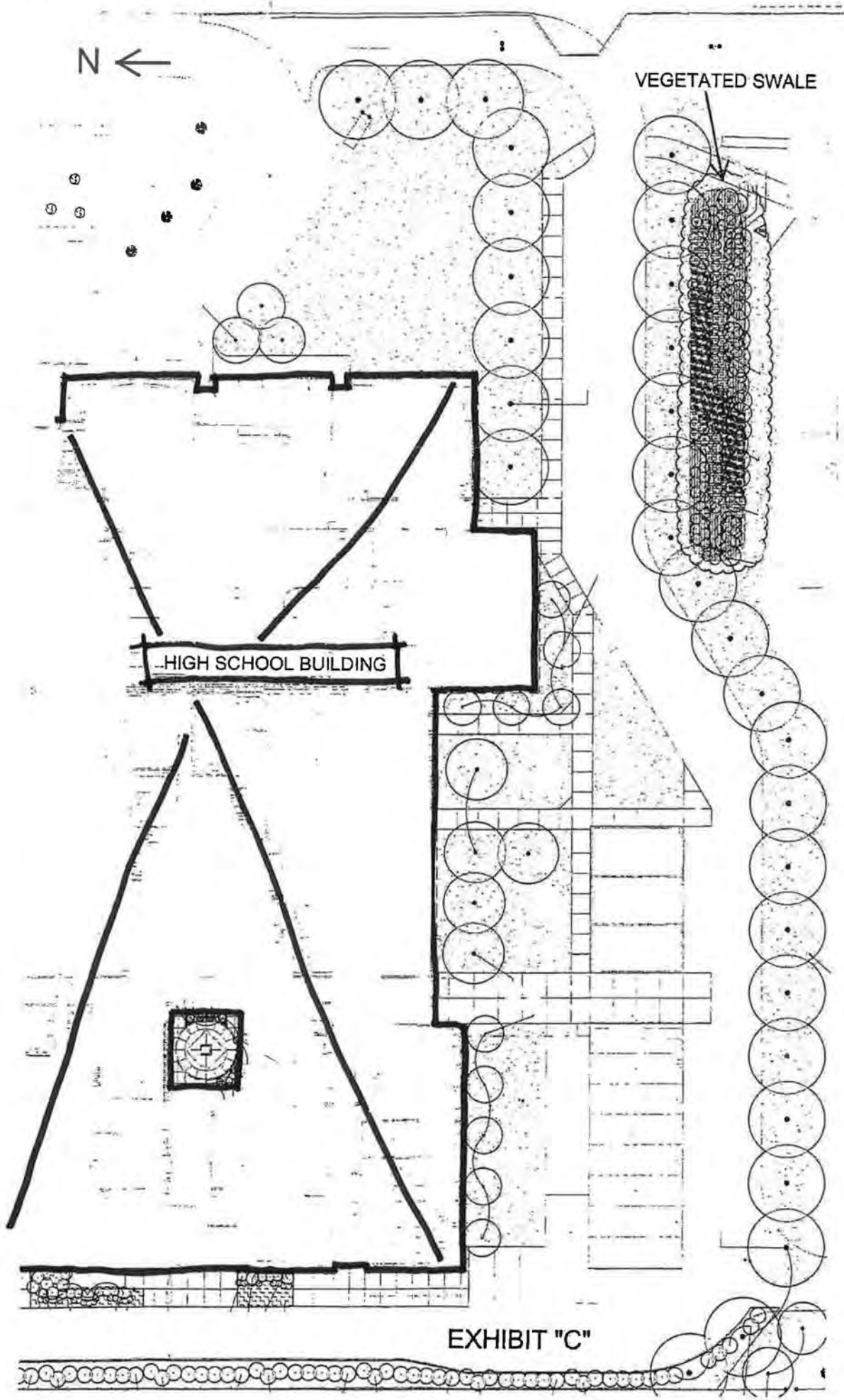
Page 2 - DEED
W. A. MEINECKE, et ux to
UNION HIGH SCHOOL DISTRICT #9 JOINT
(Sherwood) Washington County

Filed for record Aug 10 1965 10:30 AM
ROGER THOMSEN, Director of Records & Elections
By [Signature] Deputy

JACK C. HULGEN, JR.
ATTORNEY AT LAW
810 E. FIRST ST. - NEWBERG, OREG. 97132
TELEPHONE 328-0112

BOOK 563 PAGE 619





HIGH SCHOOL BUILDING

VEGETATED SWALE

EXHIBIT "C"