

Tax Statements to be sent to:
Endurance Products, Inc.
13990 SW Galbreath Drive
Sherwood, OR 97140

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

Washington County, Oregon **2017-043742**

06/02/2017 08:52:17 AM

D-IRUL Cnt=1 Stn=31 RECORDS1

\$25.00 \$5.00 \$11.00 \$20.00 - Total = \$61.00



02287614201700437420050053

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
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



**PRIVATE STORMWATER FACILITY
ACCESS & MAINTENANCE COVENANT**

THIS _____ DAY OF _____, 20____

Endurance Products, Inc. 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 13990 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 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.

Marianne Hammerschmidt +
Owner's Name (Printed)

R. TERRY HAMMERSCHMIDT
ENDURANCE PRODUCTS CO - Secretary
[Signature]
7 DEC 16

[Signature]
Owner's Signature

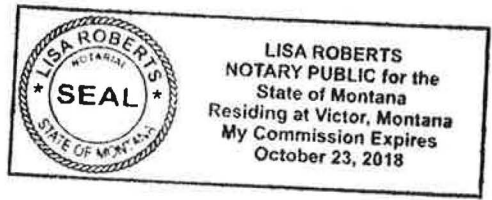
Dec 7, 2016
Date

MONTANA
STATE OF OREGON)
RAVALLI) ss.
County of Washington)

On this 7th day of December, 2016, before me, a notary public in and for said County and State, personally appeared MARIANNE + R. TERRY HAMMERSCHMIDT known to me to be their person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

[Signature]
Notary Public for Oregon - MONTANA
My Commission Expires: Oct 23, 2018

[Signature]
Robert Galati
City Engineer
City of Sherwood
12.13.16
Date



[Signature]
Joseph Gall, ICMA-CM
City Manager
City of Sherwood
12/28/16
Date

[Signature] 12/28/16
Approved as to form: City Attorney

EXHIBIT “A”

Legal Description

Real property situated in the City of Sherwood, Washington County, Oregon, lying in the North East Quarter of the North West Quarter of Section 28', Township 2 South, Range 1 West of the Willamette Meridian, described as follows:

Lot 11, of the “Industrial Park of Sherwood”

EXHIBIT 'B'



GRAPHIC SCALE 1"=200'

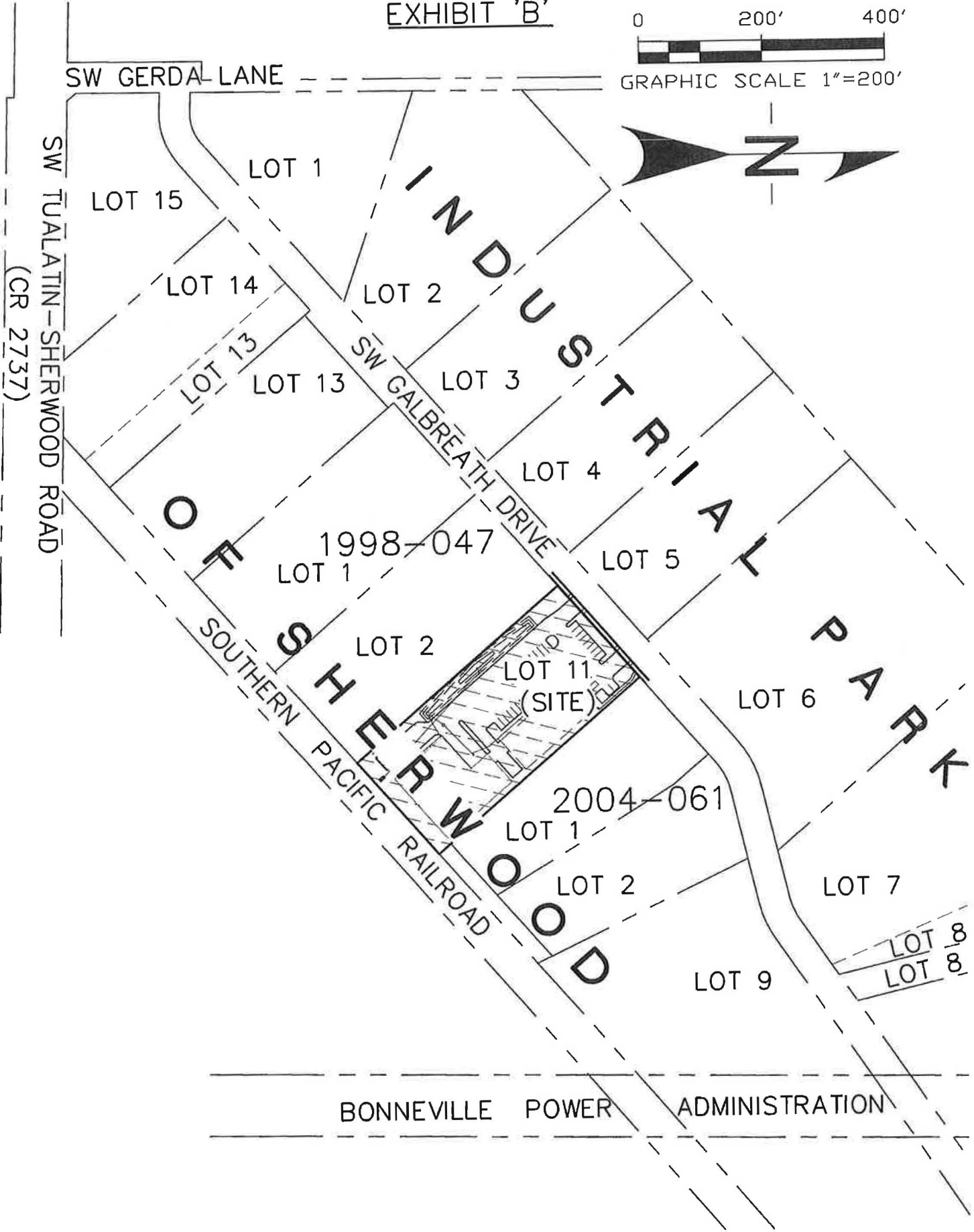
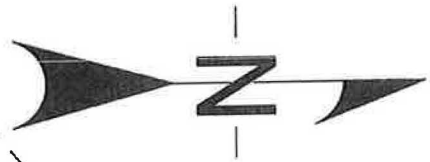
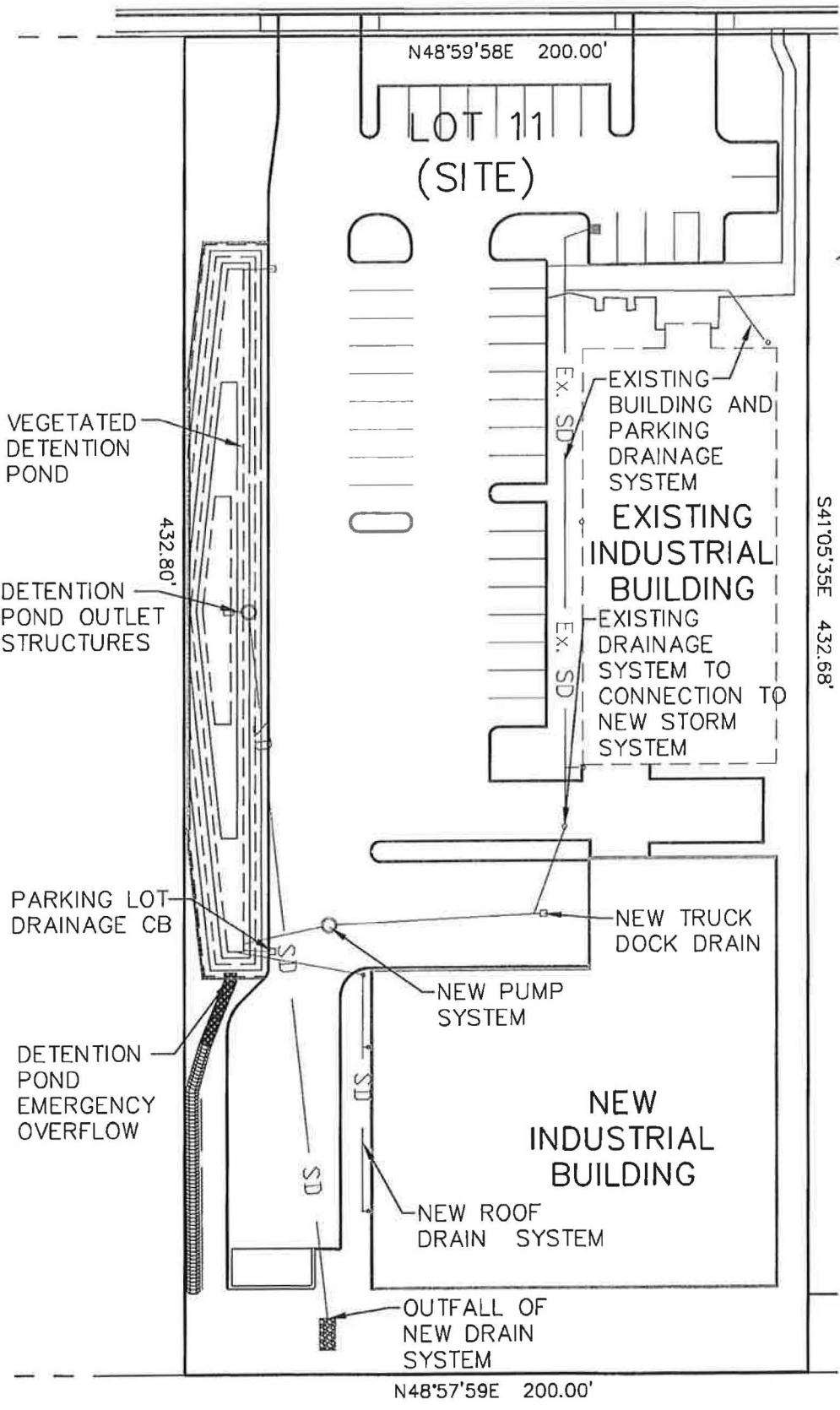
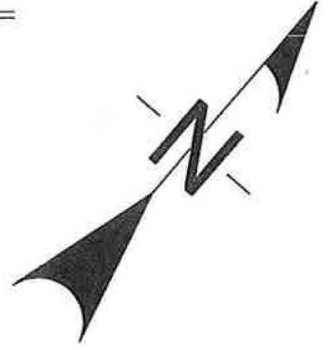
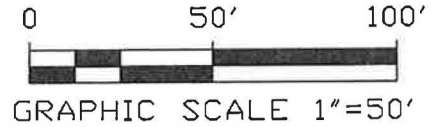


EXHIBIT 'C'

SW GALBREATH DRIVE



Sylvia Murphy

From: Jo Guediri
Sent: Monday, June 12, 2017 3:12 PM
To: Sylvia Murphy
Cc: Colleen Resch
Subject: For your files: 2017-043742 Private Stormwater Facility Access & Maintenance Covenant
Attachments: 2017-043742_Private Stormwater Facility A&M Covenant_6-2-17.pdf

Hi Sylvia,

For your files- please find attached a recorded private stormwater facility A&M covenant for the Endurance Products project. Unfortunately, neither the developer or the county filled in the date on the first page so it will remain blank. We'll only have the date on the county's sticker to go by (as this was signed back in December by the City). I will put the original document in your inbox up here.

Sincerely,

S. Jo Guediri

Engineering Permit Specialist
City of Sherwood Engineering Department
22560 SW Pine Street
Sherwood, OR 97140

☎ 503.925.2309 | Fax 503.625.0629

✉ guedirij@sherwoodoregon.gov

🌐 www.sherwoodoregon.gov

