

Washington County, Oregon
12/22/2017 10:54:44 AM
D-AE Cnt=1 Stn=2 S AKINS
\$25.00 \$5.00 \$11.00 \$20.00 - Total = \$61.00

2017-099820

Tax Statements to be sent to:
George Litera
20675 SW Olds Pl Ste 100
Sherwood, OR 97140

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



02349856201700998200050055

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 8th DAY OF November, 2017

George Litera 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 20675 SW Olds Pl. Ste 120, 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.

Exhibit A

Legal Description

Lot 4 of "SHERWOOD COMMERCIAL CENTER," a duly recorded subdivision in Washington County, Oregon.

Exhibit B

25 129A

5

1651
30.16 AC

011-52221
2011-73855

PARKWAY

1

2

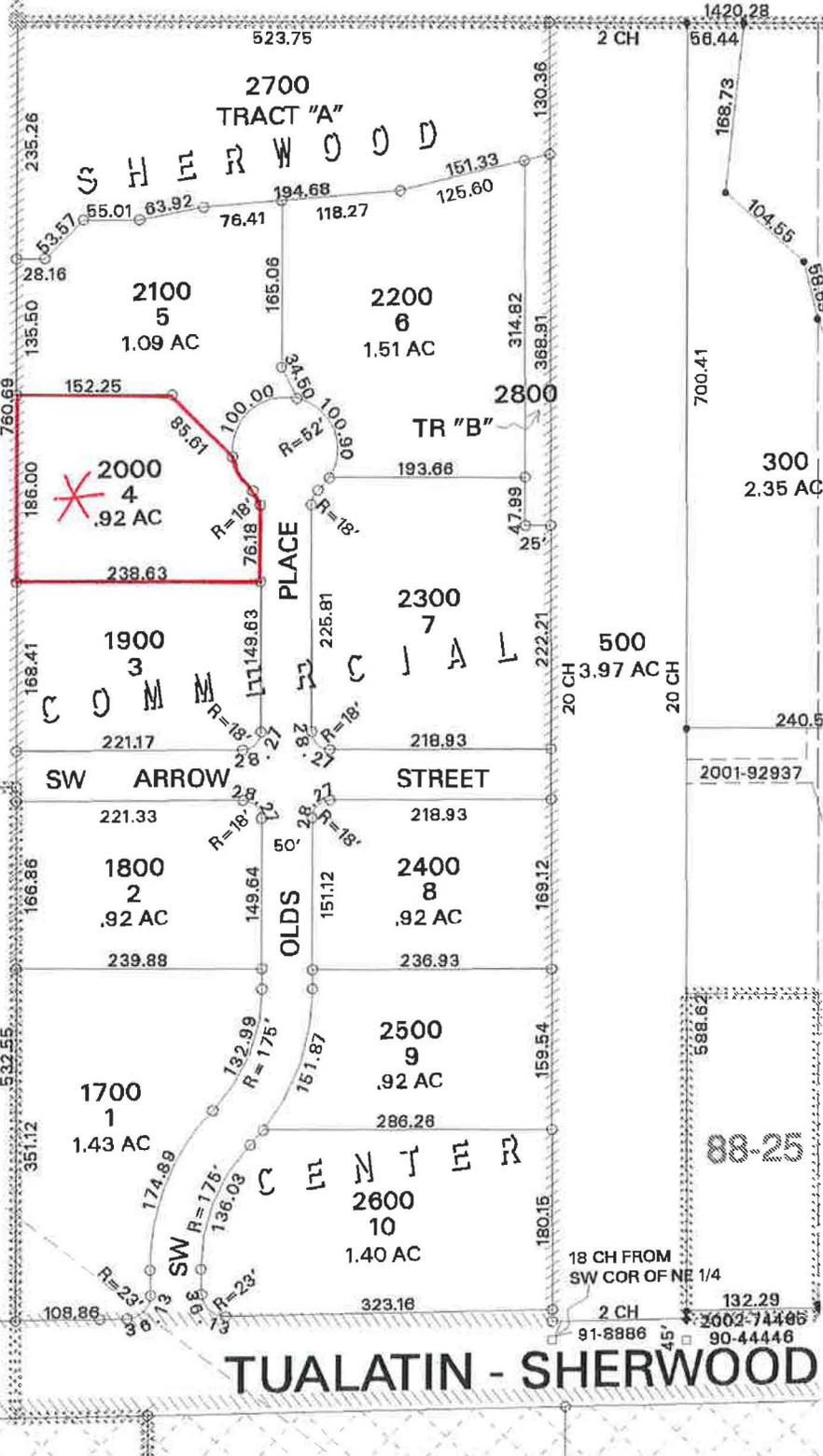
0

3

3-30

3-30

RATION



88-25

TUALATIN - SHERWOOD

RD.

Exhibit C

