



02432517201800726540050053

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:

Randall L. Killion
11825 SW Katherine Street
Tigard, OR 97223

After recording, please return to:

City of Sherwood
Engineering Department
22560 SW Pine St
Sherwood, OR 97140

**PRIVATE STORMWATER FACILITY
ACCESS & MAINTENANCE COVENANT**

THIS 27th DAY OF September, 2018

Randall L. Killion 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 **15101 SW Oregon Street** 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.

Randall Killion

Owner's Name (Printed)

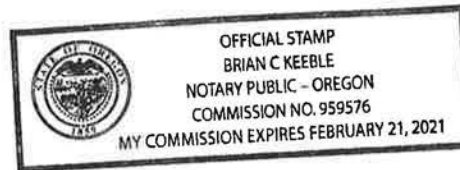
[Handwritten Signature]

Owner's Signature

9/27/18

Date

STATE OF OREGON)
) ss.
County of Washington)



On this 27th day of September, 2018, before me, a notary public in and for said County and State, personally appeared RANDALL KILLION 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.

[Handwritten Signature]

Notary Public for Oregon

My Commission Expires: Feb 21, 2021

[Handwritten Signature]

Robert Galati
City Engineer
City of Sherwood

10.12.18
Date

[Handwritten Signature]

Joseph Gall, ICMA-CM
City Manager
City of Sherwood

10/17/18
Date

[Handwritten Signature]

Approved as to form: City Attorney



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 F: (503) 563-6152

AKS Job #4260

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

EXHIBIT A

Legal Description

A portion of Parcel 3 Partition Plat Number 2003-030 located in the Southeast One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, and being more particularly described as follows:

Beginning at the northerly most corner of Parcel 3 Partition Plat Number 2003-030; thence along the northeasterly line of said Parcel 3 South 42°10'49" East 295.84 feet to the northeast corner of said Parcel 3; thence along the east line of said Parcel 3 South 00°04'22" West 137.65 feet to the north right-of-way line of Southwest Oregon Street (36.00 feet from centerline); thence along said north right-of-way line South 89°59'00" West 592.50 feet to the southeasterly right-of-way line of the Southern Pacific Railroad (45.00 feet from centerline) also being the northwesterly line of said Parcel 3; thence along the said southeasterly right-of-way line North 47°49'09" East 531.73 feet to the Point of Beginning.

The above described tract of land contains 2.742 acres, more or less.

10/11/2018

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

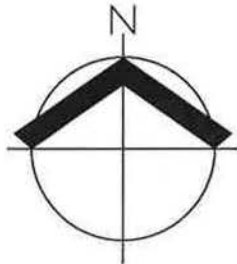
Jacob D Powell

**OREGON
MARCH 8, 2016
JACOB D. POWELL
90744PLS**

RENEWS: 12/31/18

EXHIBIT B

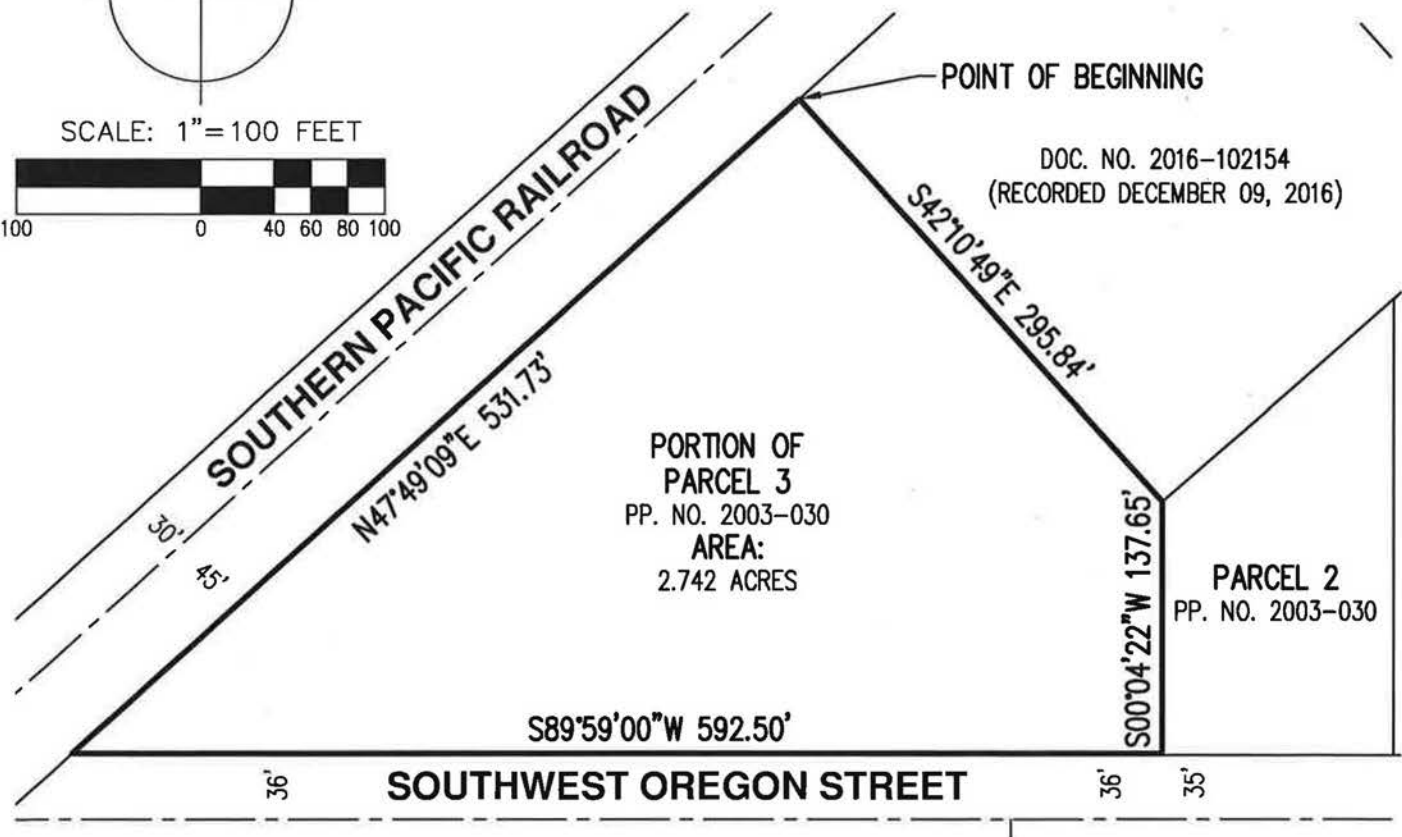
MAP OF LEGAL DESCRIPTION
A PORTION OF PARCEL 3 PARTITION PLAT NUMBER 2003-030
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 29,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON



SCALE: 1"=100 FEET



100 0 40 60 80 100



DOC. NO. 2016-102154
(RECORDED DECEMBER 09, 2016)

PORTION OF
PARCEL 3
PP. NO. 2003-030
AREA:
2.742 ACRES

PARCEL 2
PP. NO. 2003-030

10/05/2018
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jacob D. Powell

OREGON
MARCH 8, 2016
JACOB D. POWELL
90744PLS
RENEWS: 12/31/18

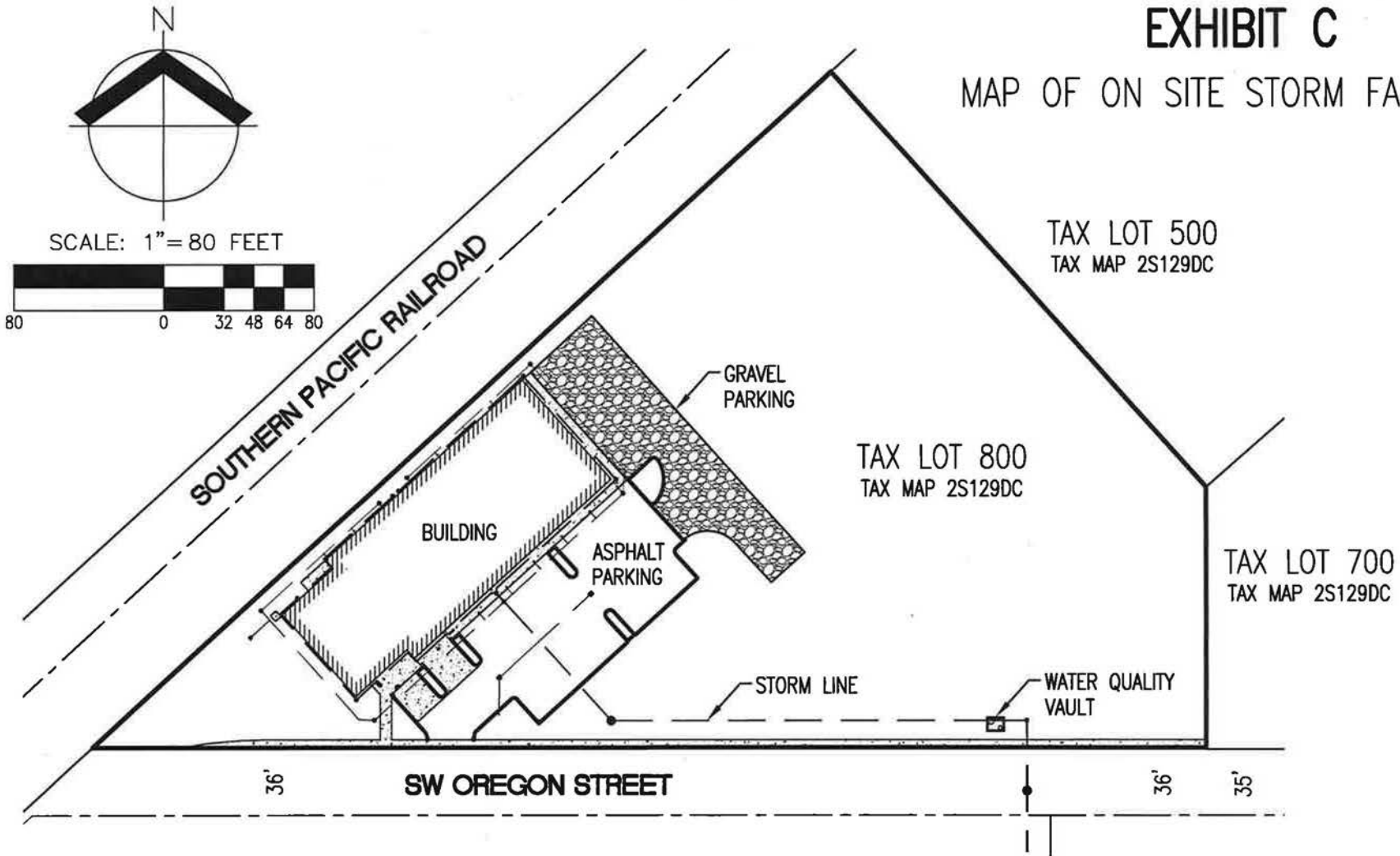
PREPARED FOR
UPTOWN PROPERTIES, LLC
2830 NW 29TH AVE
PORTLAND, OR 97210

15104 SW OREGON STREET, SHERWOOD		EXHIBIT B
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 P: 503.563.6151 F: 503.563.6152 aks-eng.com		DRWN: JDP CHKD: NSW AKS JOB: 4260



EXHIBIT C

MAP OF ON SITE STORM FACILITIES



15104 OREGON STREET, SHERWOOD

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
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EXHIBIT
C

DRWN: JDP
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