

After recording, please return to:
City of Sherwood
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140
First American Title Accommodation
Recording Assumes No Liability
NWA-1905-OR1

Washington County, Oregon	2019-029070
D-E	05/14/2019 08:38:55 AM
Stn=2 S AKINS	
\$90.00 \$5.00 \$11.00 \$5.00 \$60.00	\$171.00
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	

**PRIVATE STORMWATER FACILITY
ACCESS & MAINTENANCE COVENANT**

THIS 7th DAY OF MAY, 2019

DD Sherwood One, 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,

16852 SW Edy Road, Sherwood, Washington County, Oregon, 97140 (Lot 1 – See Exhibit "A");
16864 SW Edy Road, Sherwood, Washington County, Oregon, 97140 (Lot 2 – See Exhibit "A");
16784 SW Edy Road, Sherwood, Washington County, Oregon, 97140 (Lot 3 – See Exhibit "A");
16798 SW Edy Road, Sherwood, Washington County, Oregon, 97140 (Lot 4 – See Exhibit "A");
16814 SW Edy Road, Sherwood, Washington County, Oregon, 97140 (Lot 5 – See Exhibit "A");
16826 SW Edy Road, Sherwood, Washington County, Oregon, 97140 (Lot 6 – See Exhibit "A");
16840 SW Edy Road, Sherwood, Washington County, Oregon, 97140 (Lot 7 – See Exhibit "A"),

and more particularly described as: See Exhibit "A" for legal descriptions and Exhibit "B" for maps of legal descriptions.

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 Descriptions; Exhibit B – Maps of Legal Descriptions; and Exhibit C – site plans 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.

Steve Deacon, Manager
DD Sherwood One, LLC (Owner)

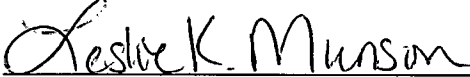

Owner's Signature
5/7/19

Date

STATE OF OREGON)
) ss.
Multnomah County)

This instrument was acknowledged before me on May 7th, 2019 by Steve Deacon, as Manager of DD Sherwood One, LLC, an Oregon limited liability company, on behalf of the limited liability company.




Notary Public for Oregon
My Commission Expires: 06/18/2021



Robert Galati
City Engineer
City of Sherwood

5.8.19

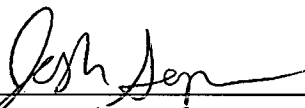
Date



Joseph Gall, ICMA-CM
City Manager
City of Sherwood

5/9/19

Date



Approved as to form: City Attorney

Exhibit A – Legal Descriptions

Lot 1 of “Cedar Creek Plaza” a duly recorded subdivision in Washington County, Oregon

Lot 2 of “Cedar Creek Plaza” a duly recorded subdivision in Washington County, Oregon

Lot 3 of “Cedar Creek Plaza” a duly recorded subdivision in Washington County, Oregon

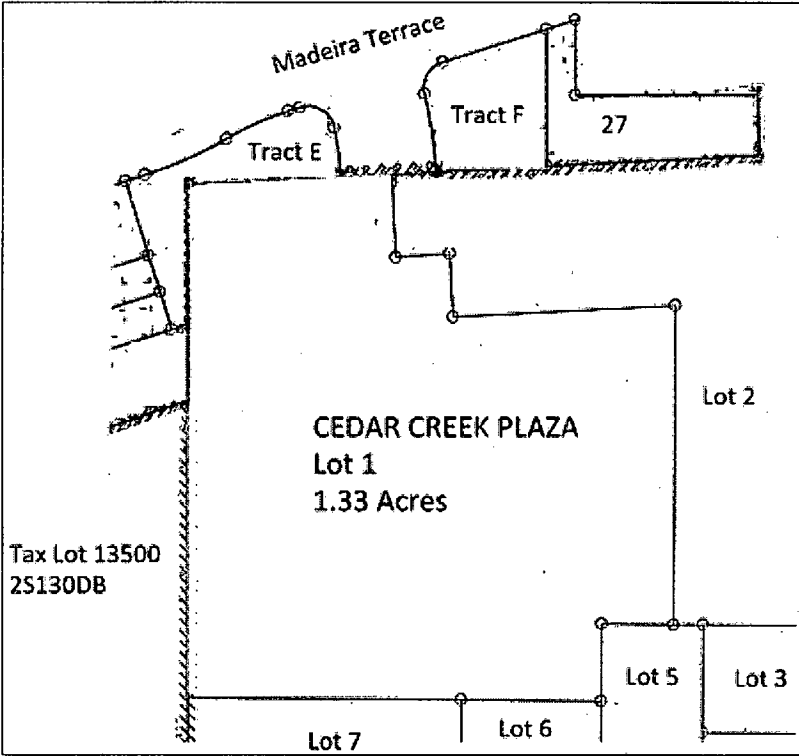
Lot 4 of “Cedar Creek Plaza” a duly recorded subdivision in Washington County, Oregon

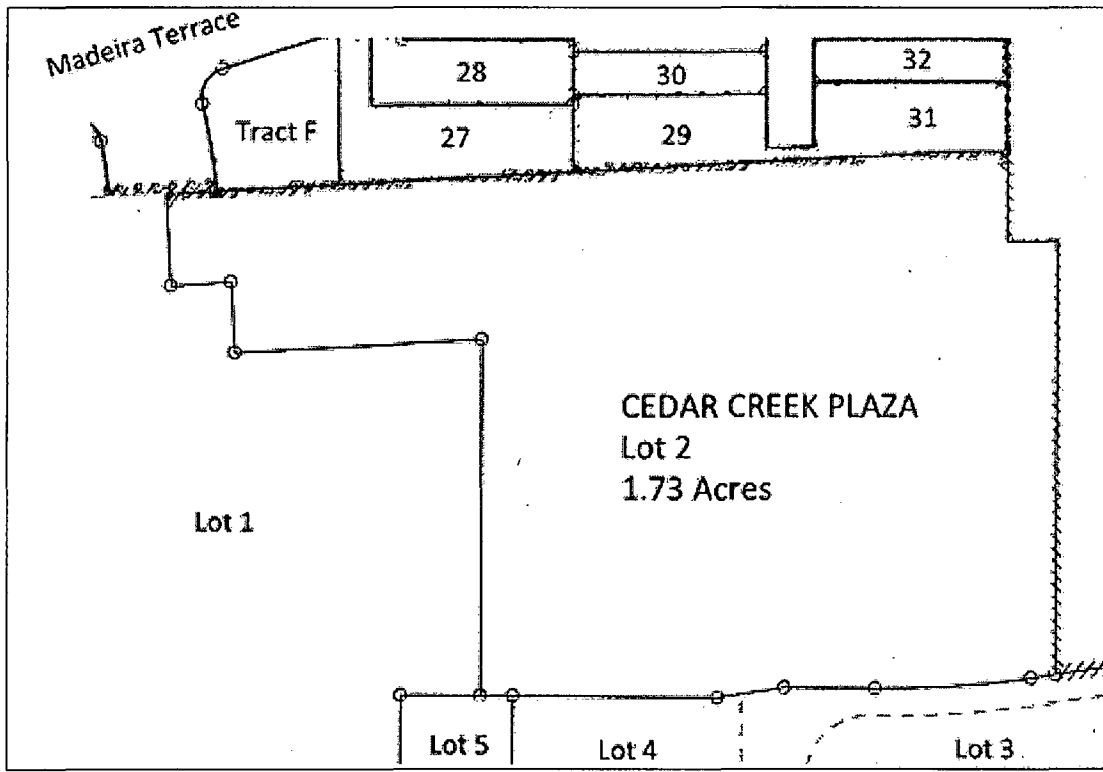
Lot 5 of “Cedar Creek Plaza” a duly recorded subdivision in Washington County, Oregon

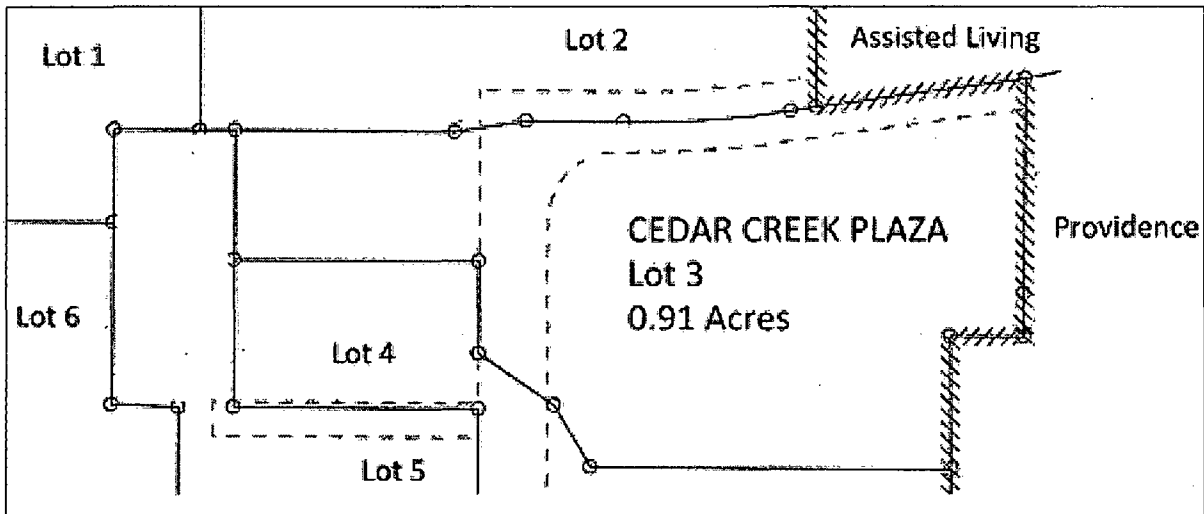
Lot 6 of “Cedar Creek Plaza” a duly recorded subdivision in Washington County, Oregon

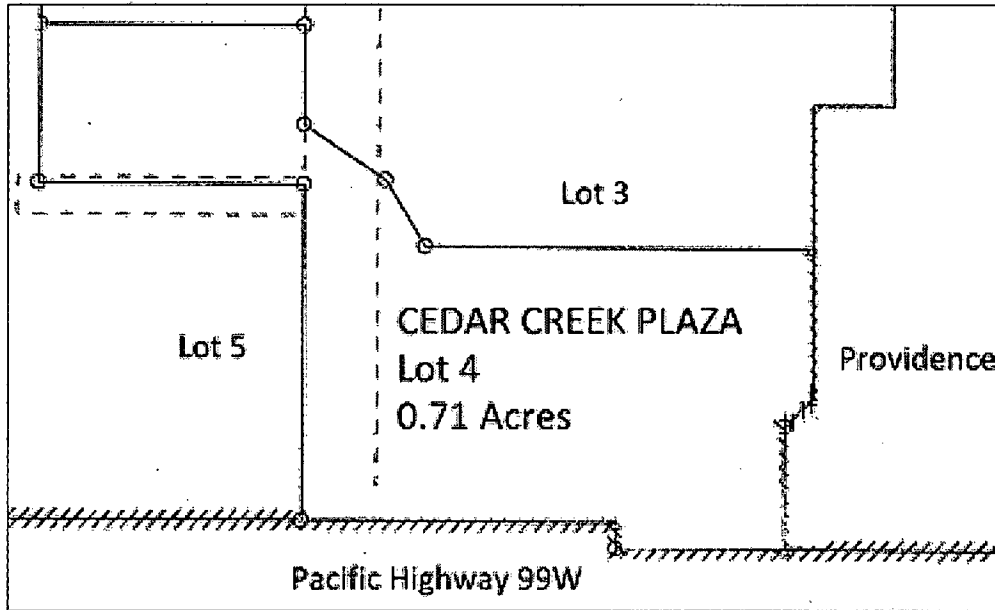
Lot 7 of “Cedar Creek Plaza” a duly recorded subdivision in Washington County, Oregon

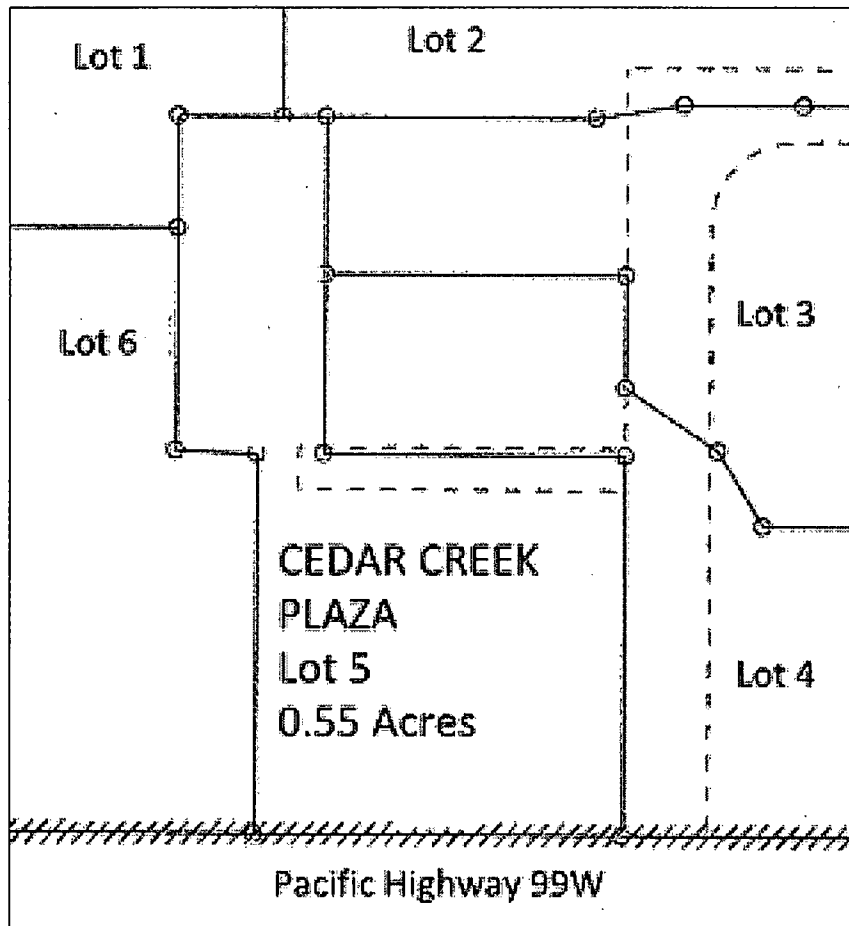
Exhibit B – Maps of Legal Descriptions

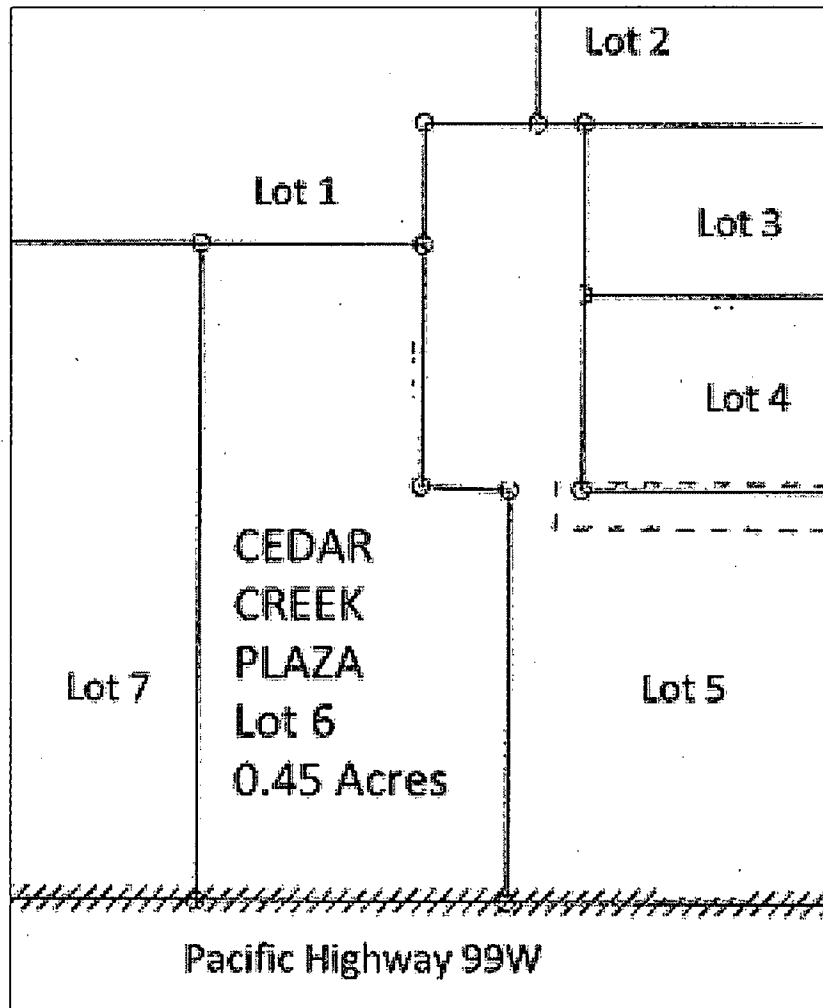












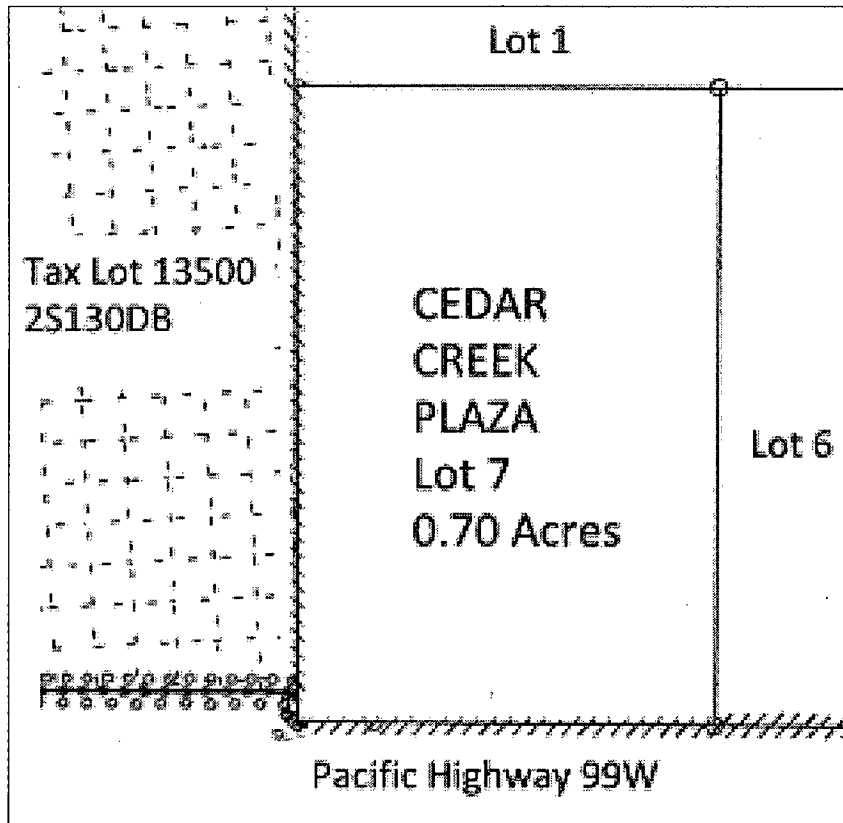


Exhibit C – Maps of Stormwater Facilities

