

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

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NWA-1905-ORI

**PRIVATE STORMWATER FACILITY
ACCESS & MAINTENANCE COVENANT**

THIS 15 DAY OF may, 2019

Providence Health & Services – Oregon, an Oregon non-profit corporation is the Owner (“Owner”) of the real property subject to this Private Stormwater Facility Access and Maintenance Covenant (“Covenant”), commonly known as 16770 SW Edy Road 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 (the “City”) 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 written 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.

Owner shall not be in default of this Covenant unless Owner fails to perform the obligations required of Owner herein within a reasonable time, but in no event later than thirty (30) days after written notice by the City to Owner; provided, however, that if the nature of Owner’s obligation is such that more than thirty (30) days are required for performance then Owner shall not be in default if Owner commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. If Owner remains in default after the foregoing 30-day period has expired, the City shall have any and all remedies set forth herein or available at law or equity. 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,

Washington County, Oregon	2019-031063
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\$35.00 \$5.00 \$11.00 \$5.00 \$60.00	\$116.00
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	

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 written demand therefore, 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.

K. ANDREW HASLAM
Owner's Name (Printed)

[Signature]
Owner's Signature

05/15/19
Date



STATE OF OREGON)
Multnomah) ss.
County of ~~Washington~~)

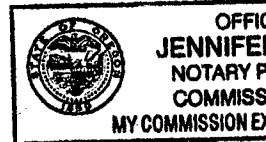
On this 15th day of May, 2019, before me, a notary public in and for said County and State, personally appeared Andrew Haslam known to me to be their person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Accepted on behalf of the City of Sherwood.

[Signature]
Robert Galati
City Engineer
City of Sherwood

5.17.19
Date



STATE OF OREGON)
) ss.
County of Washington)

On this 17th day of May, 2019, before me, a notary public in and for said County and State, personally appeared Robert F. Galati 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.

Jennifer Matzinger
Notary Public for Oregon
My Commission Expires: 08/08/2020

Joseph Gall
Joseph Gall, ICMA-CM
City Manager
City of Sherwood
5/17/19
Date



STATE OF OREGON)
) ss.
County of Washington)

On this 17th day of May, 2019, before me, a notary public in and for said County and State, personally appeared Joseph Gall 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.

Jennifer Matzinger
Notary Public for Oregon
My Commission Expires: 08/08/2020



Joseph Gall
Approved as to form: City Attorney

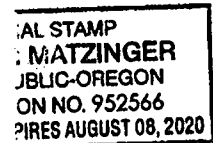


Exhibit A – Legal Descriptions

A parcel of land located in the Southeast quarter of Section 30, Township 2 South, Range 1 West of the Willamette Meridian, in the city of Sherwood, county of Washington and state of Oregon, and is more particularly described as follows:

BEGINNING at a 2 inch brass disk in a monument box marking the East quarter corner of said Section 30;

Thence following the East-West centerline of said Section 30 (also being the centerline of Edy road) South $89^{\circ} 30' 29''$ West a distance of 1259.78 feet;

Thence South $43^{\circ} 54' 33''$ East a distance of 61.92 feet to a point on the South right-of-way line said Edy road (being 45 feet from centerline) the true point of beginning for this description;

Thence South $43^{\circ} 54' 33''$ East a distance of 752.80 feet to a point on the Northwesterly right-of-way line of Pacific Highway (highway no. 99 west) being 82 feet from the centerline;

Thence following the Northwesterly right-of-way line of Pacific Highway North $46^{\circ} 47' 29''$ East a distance of 184.93 feet to a 5/8 inch iron rod with a yellow plastic cap marked "O.S.H.D.";

Thence North $01^{\circ} 25' 03''$ West a distance of 40.81 feet to a 5/8 inch iron rod with a yellow plastic cap marked "O.S.H.D." marking Edy road station "so" 21+65/45' right;

Thence following the Southwesterly right-of-way line of said Edy road (being 45 feet from centerline) the following two courses and distances and one curve; North $43^{\circ} 16' 04''$ West a distance of 232.12 feet to station "so" 19+32.93 pt/45' right; following the arc of a 655.00 foot radius curve left an arc distance of 539.80 feet (chord bears North $66^{\circ} 52' 38''$ West 524.66 feet) to a 5/8 inch iron rod with a yellow plastic cap marked "O.S.H.D." marking station "so" 13+56.04 pc/45' right; South $89^{\circ} 30' 29''$ West a distance of 14.25 feet to the TRUE POINT OF BEGINNING and the terminus of this description.

TOGETHER WITH that portion of Parcel 2, Partition Plat No. 2003-055, recorded as document No. 2003114241 in the County of Washington, State of Oregon, being a portion of Northwest quarter and Northeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, more particularly described as follows:

COMMENCING at the Southernmost corner of said Parcel 2;

THENCE North $46^{\circ} 46' 25''$ East, 66.81 feet along the Southeasterly line of said Parcel 2 to the TRUE POINT OF BEGINNING;

THENCE North $43^{\circ} 13' 35''$ West, 49.22 feet;

THENCE North $01^{\circ} 15' 32''$ East, 16.81 feet;

THENCE North $43^{\circ} 44' 28''$ West, 117.52 feet;

THENCE North $46^{\circ} 15' 32''$ East, 32.00 feet;

THENCE North $43^{\circ} 44' 28''$ West, 18.50 feet;

THENCE North $43^{\circ} 15' 47''$ West, 93.34 feet to a point on a non-tangent curve, the radius of which bears North $52^{\circ} 07' 02''$ West;

THENCE Northeasterly along the arc of a curve concave to the Northwest, having a radius of 150.00 feet, through a central angle of $27^{\circ} 39' 03''$, an arc length of 72.39, chord bearing of North $24^{\circ} 03' 26''$ East and chord distance of 71.69 feet to a point of reverse curvature;

THENCE Northerly along the arc of a curve to the right, having a radius of 150.00 feet, through a central angle of $21^{\circ} 20' 04''$, an arc length of 55.85 feet, chord bearing of North $20^{\circ} 53' 57''$ East and chord distance of 55.53 feet to the Northeasterly line of said Parcel 2;

THENCE South 43°53'38" East, 342.80 feet along said Northeasterly line to the Easternmost corner of said Parcel 2;

THENCE South 46°46'25" West, 162.58 feet along said Southeasterly line to the TRUE POINT OF BEGINNING.

EXCEPT that portion of the Northwest quarter and Northeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, more particularly described as follows:

COMMENCING at the Southernmost corner of Parcel 2, Partition Plat No. 2003-055, recorded as document No. 2003114241 in the County of Washington, State of Oregon;

THENCE North 46°46'25" East, 66.81 feet along the Southeasterly line of said Parcel 2;

THENCE North 43°13'35" West, 49.22 feet;

THENCE North 01°15'32" East, 16.81 feet;

THENCE North 43°44'28" West, 117.52 feet;

THENCE North 46°15'32" East, 32.00 feet;

THENCE North 43°44'28" West, 18.50 feet;

THENCE North 43°15'47" West, 93.34 feet to a point on a non-tangent curve, the radius of which bears North 52°07'02" West;

THENCE Northeasterly along the arc of a curve concave to the Northwest, having a radius of 150.00 feet, through a central angle of 27°39'03", arc length of 72.39 feet, chord bearing of North 24°03'26" East and chord distance of 71.69 feet to a point of reverse curvature;

THENCE Northerly along the arc of a curve to the right, having a radius of 150.00 feet, through a central angle of 21°20'04", an arc length of 55.85 feet, chord bearing of North 20°53'57" East and chord distance of 55.53 feet to the Northeasterly line of said Parcel 2 and the TRUE POINT OF BEGINNING;

THENCE CONTINUING Northeasterly along the arc of curve concave to the Southeast, having a radius of 150.00 feet, through a central angle of 06°09'55", an arc length of 16.14 feet, chord bearing of North 34°38'56" East and chord distance of 16.13 feet;

THENCE North 37°43'54" East, 192.76 feet to the Southwesterly margin of Southwest Edy Road, being to a point on a non-tangent curve, the radius of which bears South 36°43'58" West;

THENCE Westerly along said Southwesterly margin, along the arc of a curve concave to the South, having a radius of 655.00 feet, through a central angle of 37°00'47", an arc length of 423.13 feet, chord bearing of North 71°46'25" West and chord distance of 415.81 feet to a point of tangency;

THENCE South 89°32'44" West, 16.62 feet to the Northeast corner of said Parcel 2;

THENCE South 43°53'38" East, 410.26 feet along said Northeasterly line of said Parcel 2 to the TRUE POINT OF BEGINNING.

Exhibit B – Maps of Legal Descriptions

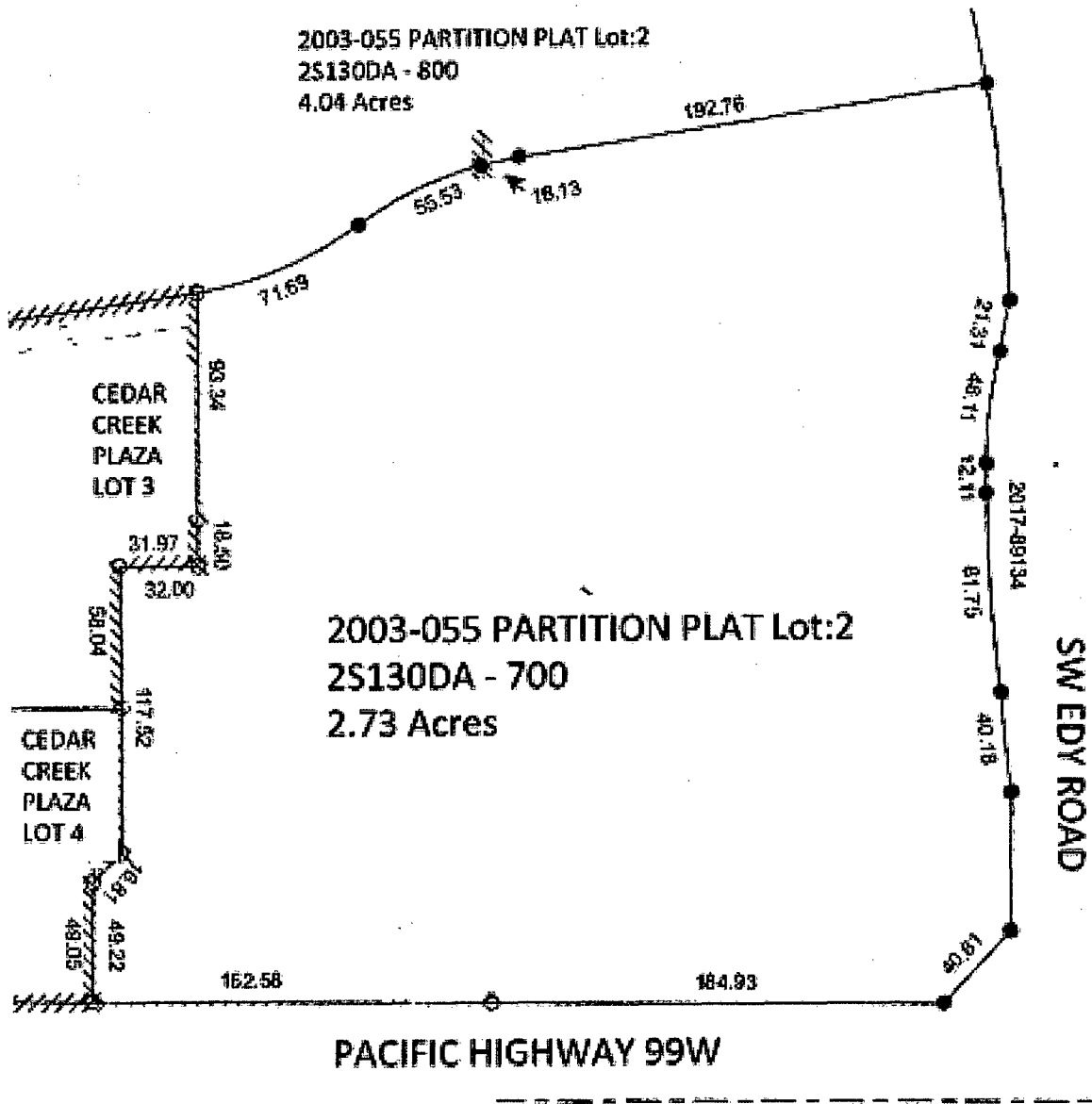


Exhibit C – Maps of Stormwater Facilities

