

**Declaration of Covenants for the
Operation & Maintenance of
Stormwater Facilities
For
[Business Name]**

(Indirect Grantee: City of Medford)

Declaration of covenants affecting the real property(ies) described in Exhibit “A” (legal description) or by Instrument Number: [] , also known as: [Map+TL] (*Map & Tax Lot*), with a site address of: [Stormwater Facility Address] , Jackson County, Oregon (hereinafter referred to as the “property”), for the express purpose of causing the owners of said property to have knowledge of, and be subject to performing the operation and maintenance of the stormwater facility located on the property:

NOW THEREFORE, the undersigned, [Property owner(s)], owners of said property, do hereby declare that they, their heirs, successors and assigns, will manage, operate, and maintain the stormwater facility including any catch basins, piping, and treatment and detention facilities described as

(hereinafter collectively referred to as “Facility”), as prescribed below:

1. This Covenant shall remain in full force and effect unless canceled or modified with the written consent of the City and the property owner/owners.

11. Stormwater facilities as well as the adjacent right-of-way, easements, and/or private property upon which they reside are subject to all nuisance provisions of Medford Municipal Code, including control of noxious weeds, vegetation and removal of litter and debris, except as they relate to the approved vegetation within the water quality portion of the stormwater facility.

12. If a complaint is received or an inspection reveals that a stormwater facility is infested with mosquitoes or other vectors, the property owner/owners or their designee shall contact Vector Control to eliminate the infestation. Owners may also employ one of the following to help mitigate mosquito infestations:
 - a) Installation of predacious bird or bat nesting boxes.
 - b) Alterations of pond water levels approximately every four days in order to disrupt mosquito larval development cycles.

If corrective action has not taken place within 15 days, the City will take corrective action and charge the costs to the subject property owner.

13. If all, or any part, of the Facility is located within a Public Utility Easement (PUE.), the property owner/owners shall bear all responsibility and cost to remove and replace any portion or affected portion of the Facility located within any PUE located on the subject property at such time when the benefitting agency deems it necessary for access, maintenance and/or other activities as permitted by the PUE.

14. If the O&M Manual is not available, contact the Public Works Department at the City of Medford for the current requirements for maintaining the stormwater facilities.

The above covenants shall run with the land, be enforceable by the City of Medford, and shall be binding upon the property owner/owners, their heirs, successors, and assigns.

THE FOREGOING IS HEREBY ACCEPTED BY THE CITY OF MEDFORD,

By: _____ Date: _____,
 20__.

IN WITNESS WHEREOF, the property owner(s), signed this _____ day of _____,
 20__.

(Owners Signature)

(Owners Signature)

STATE OF OREGON)

County of Jackson) ss:
)

_____, 20__

Personally appeared, the above-named _____, and acknowledged the foregoing instrument to be a voluntary act. Before me:

Notary Public for Oregon

My Commission expires: _____

Exhibit "A"
Property Legal Description with Map