

Declaration of Covenants for the Operation & Maintenance of Stormwater Facilities For

Declaration of covenants affecting the real property(ies) described in Exhibit “A” (legal description) or by Instrument Number: _____, also known as: _____ (Map & Tax Lot), with a site address of: _____, (hereinafter referred to as the “property”), for the express purpose of causing the owners of said property to be subject to performing the operation and maintenance of the stormwater facility located on the property:

NOW THEREFORE, the undersigned, _____, 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 RVSS and the property owner/owners.
2. The property owner/owners shall keep a copy of the jurisdiction approved Stormwater Facilities Operation and Maintenance Manual, dated _____, available on the premises, hereafter referred to as O&M Manual. These shall be made available to RVSS staff upon request.
3. The property owner/owners agree to contact RVSS with updated names, addresses, and phone numbers for owner’s, and responsible parties should the information on the Contact Form, Section A, change.
4. The property owner/owners shall inspect and maintain the approved Facility, and easements associated with the Facility, in accordance with the approved Inspection and Maintenance Worksheets within the O&M Manual to ensure it is functioning properly.
5. Modifications of physical features within the Facility shall not be made by property owner/owners or their without receiving prior written authorization from RVSS.

6. The property owner/owners shall keep records of Facility system inspections and Maintenance for five years from the date of each inspection. Records shall note inspection dates, any conditions requiring maintenance actions, and maintenance conducted. Records shall be made available to RVSS staff upon request at no cost to RVSS.
7. RVSS staff shall have the right to enter upon owner's property, using the maintenance access routes specified in the O&M Manual, for the purpose of inspecting the Facility subject to regulation under Chapter 4.05.120 of RVSS' code, as often as may be necessary to determine compliance.
8. If RVSS determines that the Facility or any part thereof is not functioning properly, the owner will either take corrective actions, or will submit a plan of action that is approved within 14 calendar days, unless other arrangements are made with RVSS.
9. If Owner fails or refuses to timely and/or faithfully perform any obligation required of Owner as set forth herein, RVSS may make or perform such maintenance, repair, or other work or other task and charge the actual costs thereof to Owner. Such expenditures by RVSS shall be reimbursed by Owner on demand together with interest at the rate of 12% per annum from the date of expenditure by RVSS.
10. 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.
11. In the event suit, action, or other proceeding is instituted to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's costs, disbursements and attorney fees incurred through trial and upon any appeal therefrom.

The above covenants shall run with the land, be enforceable by the Rogue Valley Sewer Services, and shall be binding upon the property owner/owners, their heirs, successors, and assigns.

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

(Owner Printed Name)

(Owner Signature)

STATE OF OREGON)
) ss:
County of Jackson)

_____, 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: _____

THE FOREGOING IS HEREBY ACCEPTED BY ROGUE VALLEY SEWER SERVICES,
138 W Vilas
Central Point, OR 97502

By Carl Tappert, General Manager

STATE OF OREGON)
) ss:
County of Jackson) Date: _____

Personally appeared before me the above named Carl Tappert, General Manager, Rogue Valley Sewer Services and
acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon

My Commission Expires: _____

Exhibit "A"

Legal Description of Property