No change in Tax Statements
After Recording, Return to the Property
Owner:

**Property Owner:**
Mail Address:
City/State/Zip
Tax Lot:
Clackamas County Deed Ref. No.:

## PRIVATE STORMWATER MAINTENANCE AGREEMENT

THIS STORMWATER MAINTENANCE AGREEMENT (the "Agreement") is made on this ___ day of _____, 20 _____by the _____ _____(the "Owner").

## RECITALS

A. Owner is the holder of title to certain real property located in Clackamas County, Oregon, legally described on Clackamas County Recorded Deed Reference _____ hereto (the "Property").

B. Water Environment Services (the "District") has approved stormwater management plans to construct stormwater facilities on the Property.

C. To ensure the perpetual operation, maintenance and repair of the stormwater facilities, the District requires that Owner record this Agreement as a condition of the District approving the construction of the stormwater facilities, in accordance with District Rules and Regulations, Section 7.4.2.

D. This Agreement is intended to be perpetual and binding on the Owner and designees, and future successors and assigns.

## AGREEMENT

NOW, THEREFORE, the Owner hereby declares the follows:

1. **Stormwater Facilities.** The District has approved the Owner to construction Stormwater Facilities, as shown on the approved plans in Exhibit A (the "Stormwater Facilities") to mitigate the stormwater runoff in accordance with District Rule and Standards. The Owner shall construct the Stormwater Facilities as shown in Exhibit A and submit record drawings for

these stormwater facilities, including but not limited to: stormwater flow control and water quality facilities, catch basins, pipes, and approved landscaping therein. The Owner and District may utilize the asbuilt drawings to evaluation the overall functionality of the Stormwater Facility as it pertains to the perpetual operation, maintenance and repairs.

2. **Agreement to Maintain and Repair.** The Owner shall operate, maintain and repair the Stormwater Facilities to and at the Owner's sole expense. The Owner shall keep the Stormwater Facilities in good working order at all times and provide perpetual operation, maintenance and repair of the Stormwater Facilities in accordance with the Operation and Maintenance Plan, attached and incorporated herein as Exhibit B. In accordance with District Rules and Regulations, Section 4.5, the Owner shall provide to the District an annual report of the operation, maintenance and repairs made to the Stormwater Facilities. This requirement is binding on all current and future owners of the Property.

3. **Failure to Maintain.** Failure to maintain the Stormwater Facilities in accordance with this Agreement is considered a violation of District Rules and Regulations, and may result in enforcement including, but not limited to, requiring the current owner of the Property to restore the Stormwater Facilities to a functional state as approved under original requirements, or the assessment of penalties.

4. **Operation and Maintenance Costs.** The Owner is sole person responsible for the costs to operate, maintain and repairs the Stormwater Facilities.

5. **Limitation of Duty.** Owner for itself and its successors and assigns, agrees that the District, its employees, independent contractors, and/or designees shall not have any obligation to exercise Owner's duties under Section 2 of this Agreement, or to perform any maintenance and/or repairs of the Stormwater Facilities.

6. **Indemnification.** The Owner agrees to indemnify and hold harmless the District, its officers, commissioners, employees, and agents from and against any and all damages, claims, injuries, costs, legal fees, and judgments which may arise from this Agreement.

7. **Disputes.** The Owner agree that all disputes shall be resolved through mediation, and if such mediation is not successful, then the through arbitration by an arbitrator appointed by the Presiding Judge of the Circuit Court of Clackamas County, Oregon pursuant to ORS Chapter 36.

8. **Run with the Land.** The obligations in this Agreement shall run with the land both as to the benefits and the burdens and shall be binding on the heirs, successors, and assigns of the Owner.

9. **Authority.** The Owner represents to the District that they are the Owners(s) of the Property and have full authority to execute this document Agreement.

**10.** **Termination.** The Owner shall not withdraw from, modify or dissolve this Agreement without the prior written approval of the District.

11. **Attorney Fees.** If legal action is commenced in connection with this Agreement, then the prevailing party in such action shall be entitled to recover fees and costs

incurred as ordered by an arbitrator or court. The term "action" shall be deemed to include any action commenced in a court within Clackamas County, State of Oregon and any other court of general or limited jurisdiction.

**PROPERTY OWNER:**

IN WITNESS WHEREOF, the undersigned has executed this instrument on this day _____ of _____, 20___.

**Owner(s):**

_____ _____

Signature of Owner Signature of Owner

_____ _____

Mailing Address Mailing Address

STATE OF OREGON )
) ss.
County of Clackamas _____)

This instrument was acknowledged before me on this _____day of _____, 20_____,

by _____ and _____.
(Print Owner Name) (Print Owner Name)

_____
Notary Public for Oregon
My Commission expires:_____

**Exhibit A**

Approved Plans Stormwater Management Facilities

**Exhibit B**

Approved Operations and Maintenance Plan