

After Recording Return to:  
Oak Lodge Water Services District  
14611 SE River Road  
Oak Grove, Oregon 97267-1198

**No Change to Tax Statement**

**AGREEMENT TO MAINTAIN  
STORMWATER DETENTION AND CONVEYANCE FACILITIES**

This agreement is made and entered into this [redacted] day of [redacted], 20 [redacted] by and between Oak Lodge Water Services District, a municipal corporation of the State of Oregon, (hereinafter Oak Lodge) and [redacted],  
[redacted],  
(hereinafter Owner).

**RECITALS**

1. Owner has developed stormwater detention and conveyance facilities located at [redacted]  
[redacted], Milwaukie, Oregon, reference Parcel [redacted] of Partition Plat No. [redacted] or Instrument Number [redacted] to enable development of the property while mitigating the impacts of the additional surface water runoff that will be created by the addition of impervious surface area.

The facilities consist of the following:

- Identify and list all stormwater facilities on private property or insert Land Use Case Number Z#####
2. Owner(s) has had stormwater detention and conveyance facilities designed by a registered professional engineer designed to Oak Lodge's water quality and water quantity standards.
  3. The construction of the stormwater detention and conveyance facilities implies that maintenance will be necessary as long as the facilities shall exist for the purposes of detaining and/or treating and/or conveying stormwater runoff.
  4. Owner(s) agree to inspect these facilities with regular inspections, not less than twice a year, those times being generally defined as once in the early spring and again in the fall prior to the onset of fall rains.
  5. This agreement shall exist in perpetuity unless otherwise terminated by Oak Lodge, and shall be binding on the Owner, the Owner's heirs, successors and assigns.

**NOW, THEREFORE**, the premises being in general as stated in the foregoing **RECITALS**, it is agreed by and between the parties hereto as follows:

**I. INSPECTION**

The Owner(s) shall inspect the facilities for maintenance items noted in Appendix A twice a year. One inspection shall occur prior to the onset of fall rains during the period of Sept. 1 to Oct. 15, and a second inspection shall occur in early spring during the period April 1 to May 31.

Owner shall submit inspection results to Oak Lodge.

**II. DEFICIENCIES**

All deficiencies shall be noted as identified and consistent with Appendix A by reference incorporated herein and on file and available for viewing at Oak Lodge Water Services District.

**III. CORRECTIONS**

All deficiencies noted must be corrected within thirty (30) days at the Owner's expense.

**IV. OAK LODGE INSPECTIONS**

Oak Lodge reserves the right to inspect the stormwater detention, treatment and conveyance facilities and to make determinations if maintenance is necessary or deficiencies need to be corrected. In any such case the Owner will be notified in writing through the U.S. Mail of said noted deficiencies and requested to make corrections. If corrections are not completed within thirty (30) days of such notification Oak Lodge Water Services District reserves the right to have the work done and to invoice Owner accordingly. Owner agrees to incur any costs associated with corrective action or maintenance activities performed by Oak Lodge following Owner notification and failure to timely facilitate maintenance or repair of said stormwater detention and conveyance facilities.

**V. FORCE AND EFFECT**

This Agreement has the same force and effect as any deed covenant running with the land and shall be binding on all owners, past, present and future, their heirs, successors and assigns.

**VI. AMENDMENTS**

The terms of this agreement may be amended by mutual agreement of the parties. Any amendments shall be in writing and shall refer specifically to this Agreement and shall be valid only when executed by both parties to this Agreement and attached hereto.

**VII. PREVAILING PARTY**

In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees as may be determined by the court having jurisdiction, including any appeal therefrom.

**VIII. SEVERABILITY**

The invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement which can be given effect without such invalid part or parts.

IN WITNESS WHEREOF, the Owner has set his hand and seal the day and year first above written, and the District has caused these presents to be signed in its name by a representative, attested to the day and year first above written.

OWNER

By: \_\_\_\_\_  
Owner Name  
Company Name  
Address

STATE OF OREGON        )  
  )  
County of Clackamas    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

DISTRICT

By: \_\_\_\_\_  
Jason Rice, District Engineer  
Oak Lodge Water Services District  
14611 SE River Road  
Oak Grove, OR 97267-1198

STATE OF OREGON        )  
  )  
County of Clackamas    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jason Rice, Mgr. of Planning & Engineering, Oak Lodge Water Services District.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_