

After Recording, Please Return to:  
 City of West Linn Engineering Div.  
 22500 Salamo Road, Box 800  
 West Linn, OR 97068

**Maintenance Agreement**  
**Recording Authorized by West Linn Municipal Code Section 4.070(a)**

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This agreement is entered into between the City of West Linn, an Oregon municipal corporation ("City"), and \_\_\_\_\_ and \_\_\_\_\_ ("Owner(s)"), Owner(s) are the owners of the real property, located at: \_\_\_\_\_ (the "Property"), which is legally described as:

West Linn Municipal Code Section 4.070(3) requires the Property Owner(s) to provide and maintain the following on-site private stormwater detention and/ or treatment facilities, detention tanks and related stormwater quality/quantity facilities. The Maintenance Agreement affects the whole property. The rain garden/stormwater quality facility may not be modified or moved without approval from the City of West Linn.

*Required Site Plan (Insert here or attach separate sheet)*  
 Site Plan Attached

*Please complete this table*

<i>Facility Type</i>	<i>Size (sf)</i>	<i>Drainage is from:</i>	<i>Impervious Area Treated (sf)</i>	<i>Discharge Point</i>

To comply with the code, Owner(s), on behalf of Owner(s) and any future owner(s) of the Property, agree to maintain the storm water detention/treatment facilities for and on the Property as provided in this agreement. Owner(s) are responsible for all maintenance obligations and for meeting all standards and criteria imposed in this agreement. The City has no obligation to maintain the facilities but does have the right to inspect the facilities as provided in this agreement.

- Owner(s) shall maintain the facilities such that all discharges meet State, Federal and Local water quality codes and regulations.
- Owner(s) shall inspect all facilities twice a year, once in late summer, prior to the rainy season, and once in the winter months. The inspection shall insure that all structures are in good condition and functioning properly.
- Maintenance for the following types of facilities shall at a minimum include:

for pollution control manholes: removal and disposal of all accumulated sediment, oils and greases, twice a year, in an approved manner.

for water quality/ detention ponds: removal of all debris and rubbish that may interfere with the proper function of all outlet and inlet structures, prior to the rainy season. Removal and proper disposal of accumulated sediment from bottom of the pond once sediment reaches a level rendering the facility as not properly functioning. No herbicide, pesticide or algae control applications shall be used within the riparian areas or in the water of the facility without prior approval from City engineer.

for water quality swales: removal of all debris and rubbish that may interfere with the proper function of all outlet and inlet structures prior to the rainy season. Removal and proper disposal of accumulated sediment from bottom of the swale once sediment reaches a level rendering the facility as not properly functioning. No herbicide, pesticide or algae control applications shall be used within the riparian areas or in the water of the facility without approval from City engineer. The swale bottom shall not be mowed shorter than 6-12 inches.

for stormwater filtration type facilities: maintenance at a minimum shall provide for the following services:

- Inspections to test/evaluate the filter media for hazardous constituents.
- Evaluate the condition of mechanical filter components.
- Remove and replace exhausted filtration media and remove accumulated sediment and oils/greases from vault as necessary.

for detention tanks: removal and proper disposal of all sediment accumulated over 4 inches in depth and any miscellaneous debris which is likely to interfere with the proper functioning of the facility.

for manufactured or engineered facilities: maintenance shall at a minimum comply with all maintenance recommended by a manufacturer of such product or component.

for rain gardens: maintenance at a minimum shall provide for the following services:

- Mulching: Mulch prevents erosion, controls weeds, replenishes the organic material in the soil, and improves filtration.
- Watering: For the first 2-3 years most plants need deep infrequent water during the dry season to establish a healthy root system.
- Fertilizing: To protect water quality; do not apply fertilizers to your rain garden.
- Weeding: Weed early to avoid more weeds later.
- Pruning: Some pruning may be necessary to keep water inlets and outlets clear.
- Exposed soil and erosion: Sediment flowing into the rain garden can clog the soil mix and slow drainage. Sediment carried out of the rain garden can harm streams and wetlands. Maintain a healthy cover of plants and decorative rock to prevent soil erosion.

- Maintenance activities shall not negatively impact downstream water quality conditions (e.g. turbidity, oily discharge, etc.), flushing of systems is prohibited.
- Written documentation of all inspections and maintenance activities shall be submitted to the City on an annual basis no later than the 1<sup>st</sup> of October. The documentation shall at a minimum include:
  - date and time of inspections and maintenance activities

- name of person(s) conducting the inspections and maintenance activities
  - written narrative of observations and actions taken during inspections and maintenance activities.
  - Identify the disposal location of any sediment, oils and/or greases collected from the facilities.
  - Written statement of assurance that facilities are in properly functioning order with signature of authenticity.
- Maintenance, inspection and monitoring shall be completed at the sole expense of the facility owners, their successors and assigns.
  - Owner(s) grant the City the right to access and inspect the storm treatment facilities, detention tanks and all related stormwater facilities.

This Agreement is intended to bind the Owner(s) and any future owner(s) of the Property. Owner(s) agree that the Agreement shall be recorded in the County records for the Property and that the recording serves as notice to all future owner(s) of the obligations imposed by this Agreement. This Agreement may not be amended except by subsequent agreement and written consent of the City of West Linn. Failure to meet all terms of this agreement constitutes violation of West Linn Municipal Code section 4.070.

“Owner(s) Signature(s)”

\_\_\_\_\_  
 Property Owner Name - Printed

Dated:\_\_\_\_\_

\_\_\_\_\_  
 Property Owner Name- Printed

Dated : \_\_\_\_\_

STATE OF OREGON            )  
   )ss.  
 COUNTY OF CLACKAMAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, Property Owner.

\_\_\_\_\_  
 Notary Public for Oregon  
 My Commission Expires:\_\_\_\_\_

STATE OF OREGON            )  
   )ss.  
 COUNTY OF CLACKAMAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, Property Owner.

\_\_\_\_\_  
 Notary Public for Oregon  
 My Commission Expires:\_\_\_\_\_