

AFTER RECORDING RETURN TO:
Klamath County Public Works
305 Main Street
Klamath Falls, OR 97601

2024-004675
Klamath County, Oregon



06/10/2024 02:42:45 PM

Fee: \$92.00

**Declaration of Covenants for the
Operation & Maintenance of
Stormwater Facilities
For
Project 310**

Declaration of covenants affecting the real property described as 3909-01500-01400 (Project 310, Parcel 1, Land Partition 47-23), within Klamath 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 that serves the entirety Project 310 and contributing off-site drainage area:

NOW THEREFORE, the undersigned Amazon.com Services, LLC, owners of said property, do hereby declare that they, their heirs, successors and assigns, will manage, operate, and maintain said stormwater facility as prescribed below:

- 1) The property owner/owners or their designees agree to submit a copy of the completed O&M Plan Form, a recorded copy of this Covenant, as well as a recorded copy, if needed, of an O&M Agreement to Klamath County, hereinafter referred to as “County”, prior to the approval of the building permit.
- 2) This Covenant shall remain in full force and effect unless canceled or modified with the written consent of the County and the property owner/owners or their designees.
- 3) The property owner/owners or their designees shall keep a copy of the O&M Plan Form, this Covenant, and the as-constructed plans of the facility available on the premises. These shall be made available to County staff upon request.
- 4) All areas within the stormwater facility and easements associated with the stormwater facility shall be maintained in accordance with the O&M plan.
- 5) Modifications of physical features within the stormwater facility shall not be made by property owner/owners or their designees without receiving prior written authorization from the County.
- 6) The property owner/owners or their designees agree to contact the County with updated names, addresses, and phone numbers for owners, responsible parties and emergency contacts should the information on the Operation and Maintenance Plan Form change.

- 7) The property owner/owners or their designees shall maintain, repair or replace part or all the facility as necessary to ensure it is functioning as originally designed or as modified per written agreement with the County.
- 8) The property owner/owners or their designees should inspect the facility in accordance with the approved table of maintenance requirements submitted with the O&M Plan to ensure it is functioning properly, but at a minimum, inspections must be performed annually.
- 9) If the system is not functioning properly or any of the conditions requiring corrective actions as shown on the table of maintenance requirements, corrective actions will be taken within 15 calendar days unless other arrangements are made with the County.
- 10) The property owner/owners or their designees shall keep records of system inspections and maintenance. Records shall note inspection dates, any conditions requiring maintenance actions, and maintenance conducted. Records shall be made available to County staff upon request.
- 11) County staff shall have the right to enter upon the property for purpose of inspecting, and reasonably monitoring performance of the flow control facilities using the maintenance access routes specified in the O&M plan.
- 12) County staff shall make a reasonable effort to notify the property owner/owners or their designees prior to routine inspections. Unless otherwise agreed upon between County staff and the responsible party, routine inspections shall be scheduled Monday through Friday during normal business hours
- 13) Upon inspection of the facility, County staff will notify the property owner/owners or their designees in writing of any noted conditions, or practices that are not in compliance with the approved O&M Plan and will specify a time frame for corrective actions.
- 14) Failure to correct a defective condition within the time frame specified by the County inspector or continued non-compliance with practices and procedures specified in this O&M Plan may result in a nuisance per the Klamath County Code, currently Chapter 401, and subject to the violation provisions of the Klamath County Code, currently Chapter 800. 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 the Klamath County 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 functioning portion of the stormwater treatment facility.
- 15) The property owner/owners or their designees shall not apply or dump any pesticides, herbicides, petroleum-based products or other hazardous or foreign substances within a stormwater facility.
- 16) Dead vegetation and cutting, including grass cuttings, shall be removed from the stormwater facility and disposed of in accordance with local and State requirements.

17) 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 mitigation 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 County will take corrective action and charge the costs to the subject property owner.

18) The property owner/owners shall bear all responsibility and cost to remove and replace any portion or affected portion of the stormwater facility located within any Public Utility Easement (P.U.E.) 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 P.U.E.

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

IN WITNESS WHEREOF, the property owner(s), signed this 22nd day of MAY, 2024


(Owners Signature)

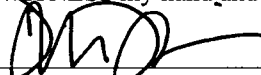
(Owners Signature)

STATE OF WASHINGTON)
) ss.
County of KING)

On MAY 22, 2024, personally appeared MARKUS FOERSTER, who, being first duly sworn, did acknowledge that he is the AUTHORIZE & SIGNATORY, that the foregoing instrument was signed on behalf of Amazon.com, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.



WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC
Notary Public for WASHINGTON
My Commission Expires: 1/5/2027