

When recorded, return to:

City of Cottonwood
ATTN: City Engineer
1490 West Mingus Avenue
Cottonwood, AZ 86326

STORMWATER INFRASTRUCTURE OPERATIONS AND MAINTENANCE AGREEMENT

This Stormwater Infrastructure Operations and Maintenance Agreement (this “Agreement”) is made and entered into as of _____, 20__, by _____ (the “Landowner”) and accepted by the City of Cottonwood, Arizona (the “City”).

RECITALS

A. The Landowner is the owner of certain real property described as Yavapai County Assessor Parcel Number _____, as recorded by deed in the last land records of Yavapai County, Arizona, and located at _____ (the “Property”).

B. The Landowner is proceeding to build on and develop the Property, with a site plan or plat known as _____ (the “Plan”), approved by City Permit No. _____. The Plan provides for on-site stormwater management facilities to manage stormwater within the confines of the Property (the “Facilities”).

C. The health, safety, and welfare of the City’s residents require that the Landowner construct and maintain the Facilities in a manner that allows them to function in accordance with the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Landowner agree as follows:

1. The Landowner shall construct the Facilities in accordance with the plans and specifications identified in the Plan and shall, upon completion of construction, have them certified as such by the Plan’s Engineer of Record.

2. The Landowner shall inspect and maintain the Facilities in a manner that allows them to perform their design functions in accordance with the Plan. This includes inspecting and maintaining all pipes and channels built to convey stormwater to and from the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. The Landowner shall, at a minimum, follow the inspection and maintenance

procedures and schedules, if any, outlined in the Plan or in the City's BMP and Storm Water Management Plan guidelines, and keep records of all such inspections and maintenance. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and clearing such structures as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner hereby grants permission to the City, its authorized agents, and employees, to enter upon the Property and inspect the Facilities whenever the City deems necessary. The purpose of inspection may be to check the Facilities for proper functioning, to follow up on deficiencies or repairs, to respond to citizen complaints, or for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner copies of the inspection findings and a directive to commence with the repairs within a specific timeframe.

4. If the Landowner fails to maintain the Facilities in good working condition acceptable to the City, the City may take action in accordance with the applicable sections of the City of Cottonwood Municipal Code.

5. This Agreement imposes no liability of any kind whatsoever on the City, and to the fullest extent permitted by law, the Landowner agrees to indemnify, defend, save, and hold harmless the City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees (each and all, "Indemnatee") for, from, and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) to which any Indemnatee may become subject, under any theory of liability whatsoever ("Claims"), relating to the construction and maintenance of the Facilities. The Landowner agrees to be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

6. This Agreement shall be recorded among the land records of Yavapai County, Arizona, and shall constitute a covenant running with the land, and shall be binding upon all present and subsequent owners of the Property, in whole or in part, and their administrators, executors, assigns, heirs, and successors in interest.

[SIGNATURES FOLLOW]

