

STORMWATER BEST MANAGEMENT PRACTICES OPERATIONS AND MAINTENANCE AGREEMENT

Permit Number:

Engineering Approval Date (for official use):

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between
(Insert Full Name of Owner) _____ hereinafter called the
"Landowner", and the City of Aspen, Colorado, hereinafter called the "City".

WITNESSETH

WHEREAS, the Landowner is the owner of the following described properties located in the City of Aspen, Pitkin County, Colorado

Salesforce Master Permit Number: _____
Parcel Identification Number: _____
Legal Description (Subdivision, Block, Lot): _____
Street Address: _____
Common Name: _____

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the stormwater management BMP Operations and Maintenance Plan for the property identified herein has been approved by the City, herein after called the "Plan", which is attached hereto as Appendix A and made part hereof, as approved by the City, provides for management of stormwater within the confines of the Property through the use of stormwater management or Best Management Practices (BMPs) facilities; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of City of Aspen, Colorado and the maintenance of water quality require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires, through implementation of the Plan from the Landowners dated and _____ attached hereto, that on-site stormwater management/BMPs as shown on the Plan be adequately constructed, operated, and maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

- 1. Construction of BMP facility by Landowner.** The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications approved by the City and identified in the Plan.
- 2. Duty of Operation and Maintenance of Facility.** The Landowner, its successors and assigns, including any homeowners association, shall adequately operate, inspect, and maintain the stormwater management/BMP facilities as acceptable to the City and in accordance with the specific operation, inspection, and maintenance requirements noted in the Plan. Adequate operation and maintenance is herein defined as good working condition so that these facilities are performing their design functions.
- 3. Duty of Documentation.** The Landowner, its successors and assigns, shall document inspections, maintenance, and repairs performed and provide said documentation to the City or its representatives upon request.
- 4. Right of Entry on Property.** The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property at reasonable times and upon presentation of proper identification, and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection is to follow-up on suspected or reported deficiencies, to respond to citizen complaints, and/or to assure safe and proper functioning of the facilities. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive with timeline to commence with the repairs if necessary.
- 5. Failure to Maintain.** In the event the Landowner, its successors and assigns, fails to construct, operate and maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City, its authorized agents and employees, may enter upon the Property and take whatever action(s) deemed necessary to correct deficiencies identified in the inspection report and to charge the costs of such construction or repairs to the Landowner. It is expressly understood and agreed that the City is under no obligation to install, construct, or routinely maintain or repair said stormwater management/BMP facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
- 6. Reimbursement by Landowner.** In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors or assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
- 7. Duty to Inspect by City.** The City, its employees or representatives, may inspect the stormwater management/BMP facilities at a minimum of once every three years to ensure their continued and adequate functioning.
- 8. Release of City.** The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the City, its employees and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said City, employees, and representatives from the construction, presence, existence, operative or maintenance of the stormwater management/BMP facilities by the Landowner or City. In the event that a claim is asserted against the City, its elected officials, City Officers or employees, the City shall promptly notify the Landowner and the Landowner shall defend, at its own expense, any suit based on the claim. If any judgment or claims against the City's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.
- 9. Recording of Agreement running with the Property.** This Agreement shall be recorded in the real property records of Pitkin County, Colorado, and shall constitute a covenant running with the Property or land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures as of the date first above written.

(Landowner signature must be notarized)

THE FOLLOWING SECTION MUST BE COMPLETED BY A NOTARY PUBLIC:

STATE OF COLORADO)
) ss.
County of Pitkin)

The foregoing instrument was acknowledged before me this _____ Day of _____, 20_____,
By (Print Landowner Name)

WITNESS MY HAND AND OFFICIAL SEAL

Notary commission expires: _____
(Date) _____ (Notary Public) _____

(Address)

BY: _____ DATE: _____
CITY of ASPEN, ENG DEPT

THE FOLLOWING SECTION MUST BE COMPLETED BY A NOTARY PUBLIC:

STATE OF COLORADO)
) ss.
County of Pitkin)

The foregoing instrument was acknowledged before me this

____ Day of _____, 20_____, by _____.
(Print Name)

WITNESS MY HAND AND OFFICIAL SEAL.

Notary commission expires: _____
(Date) _____ (Notary Public) _____

(Address)