

When recorded return to:
Lake Havasu City
ATTN: City Clerk
2330 McCulloch Blvd. N
Lake Havasu City, AZ 86403



LAKE HAVASU CITY
Development Services Department
2330 McCulloch Boulevard North, Lake Havasu City, AZ 86403
928.453.4148 ♦ www.lhcaz.gov

**STORMWATER MANAGEMENT/BMP
FACILITIES MAINTENANCE AGREEMENT**

This Stormwater Management/BMP Facilities Maintenance Agreement (“Agreement”), is made and entered into this _____ day of _____, 20____, by and between _____ (“Landowner,”) and Lake Havasu City, Arizona (“City”).

Recitals:

Property: Landowner is the owner of certain property described as:

Parcel Number _____,

Physical Address _____ as recorded by deed in the last land records of Mohave County, Arizona (“Property”).

Plan: Landowner is proceeding to build on and develop the Property, known as:

Name of Plan/Development _____, (“Plan”), approved by City Permit No. _____. The Plan provides for management of stormwater within the confines of the Property.

Facilities: City and Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of Lake Havasu City, Arizona, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property. City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by Landowner, its successors and assigns.

Agreement: The parties agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan’s Engineer of Record.

2. Landowner, its successors and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Property. This includes 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. Adequate maintenance means good working condition, so that these facilities are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.
3. Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility and report to the City if any major repairs (i.e., structural) are necessary. The purpose of the inspection and reporting is to ensure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. and shall be performed at such times and such manner as to accomplish these objectives.
4. Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved Plan or in the City's BMP guidelines, Landowner, its successors, and assigns, shall adhere to the schedule.
5. Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specific timeframe.
6. In the event Landowner, its successors, and assigns, fail to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may take action in accordance with the applicable sections of the Lake Havasu City Code.
7. This Agreement imposes no liability of any kind whatsoever on the City, and to the fullest extent permitted by law, Landowner, its successors and assigns, agree to indemnify, defend, save, and hold harmless Lake Havasu City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees ("Indemnitee") 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 Indemnitee may become subject, under any theory of liability ("Claims") to the extent that Claims are caused by the negligent acts, recklessness, or intentional misconduct of the Landowner arising out of or as a result of the construction and maintenance of the on-site stormwater management/BMP facilities. Landowner agrees to be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable.
8. This Agreement shall be recorded among the land records of Mohave County, Arizona, and shall constitute a covenant running with the land, and shall be binding on Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

Lake Havasu City, Arizona

By: _____
City Manager

Approved as to Form

By: _____
City Attorney

Landowner

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
)ss.
County of _____)

This Agreement was acknowledged before me this _____ day of _____,
20__, by _____.

Notary Public