



POST-CONSTRUCTION STORMWATER CONTROL OPERATIONS AND MAINTENANCE AGREEMENT

Agreement No. _____

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter the “Landowner”), and the Mesa County Stormwater Division

RECITALS

The Landowner is the owner of the following real property (hereinafter referred to as "the Property”).

If the Property is a single parcel:

Street Address: _____

Parcel Number: _____

If the Property is a subdivision or planned unit development:

Development Name: _____

The Landowner is developing the Property.

The Stormwater Division and the Landowner, on behalf of all successors and assigns, agree that the health, safety, and welfare of the residents and the protection and maintenance of water quality require that on-site stormwater control measures be constructed and maintained on the Property. The Landowner acknowledges the Stormwater Division has been granted legal authority to execute this Agreement and perform the activities identified in this agreement within the jurisdiction of **Mesa County**.

For the purposes of this Agreement, the following definition shall apply:

CM – “Control Measures;” activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Pollution Prevention Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bio-retention, wet ponds, permeable paving, grassed swales, forested buffers, sand filters and detention basins.



As part of the approval of the development of the property, the Stormwater Division will review and approve a Final Drainage Report which will implement Post-Construction Storm Water Management CMs required by the Mesa County/City of Grand Junction Stormwater Management Manual.

The purpose of this Agreement is to insure the adequate maintenance, operation and repair of the storm water management facilities, in perpetuity, by the owners of the property served by these facilities.

The Landowner desires to subject and place upon the Property the covenants and servitudes set forth herein which shall run with the Property and be binding on all parties having any right, title, or interests in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

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

1. The CMs shall be constructed by the Landowner in accordance with the plans and specifications shown and described in the Final Drainage Report.
2. The Landowner shall operate and maintain in perpetuity the CM(s) as shown and described on the Final Drainage Report in good working order as reasonably determined by the Stormwater Division and in accordance with the specific maintenance requirements noted on the Final Drainage Report.
3. The Landowner shall cause the CM(s) to be inspected annually by a Qualified Erosion Control Specialist to ensure good working order and shall send a report from said inspection to the Stormwater Division annually, on or before December 31st of each year. Should landowner fail to meet annual inspection responsibility, Mesa County Stormwater Division can inspect the CM(s) and collect from the landowner all costs incurred, including administrative and inspection costs.
4. The Landowner hereby grants a perpetual easement to the Stormwater Division, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, to inspect the CM(s) whenever it deems necessary. The Stormwater Division shall make reasonable efforts to notify the Landowner prior to entering the Property.
5. In the event the Landowner fails to operate and maintain the CM(s) as shown and described on the Final Drainage Report in good working order as reasonably determined by the Stormwater Division, the Division may enter upon the Property and take action to maintain and/or repair and/or reconstruct said CM(s). It is expressly understood and agreed that the Division is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Stormwater Division.
6. In the event the Division, 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 shall reimburse the Stormwater for all reasonable expenses (direct and indirect) incurred within 30 days of receipt of invoice from the Stormwater Division.

7. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite CM(s) by the Landowner. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.



8. The Stormwater Division may conduct routine inspections of the CM(s) to verify their continued adequate functioning. The Stormwater Division may also inspect the CM(s) in the event of reported or suspected failure to function adequately. These inspection activities shall not absolve the Landowner of its obligation to maintain the BMPs in perpetuity or to provide the Stormwater Division with the required Landowner inspection report.
9. This Agreement shall not be interpreted or deemed to limit the authority, privilege or right of the Stormwater Division pursuant to any duly enacted ordinance of the Stormwater Division, charter provision, statute or any duly granted federal or state water discharge permit.
10. Notifications and reports made under this Agreement shall be provided to the Stormwater Division at:

Mesa County Stormwater Division
P.O. Box 20,000
Grand Junction, CO 81502

And to the Landowner at:

This Agreement shall be recorded in the Mesa County, Colorado land records and shall, once recorded, constitute a covenant running with the Property and shall be an equitable servitude binding on present and subsequent owners of the Property in whole or in part, and their administrators, executors, assigns, heirs and successors in interest, in perpetuity

WITNESS the following signatures and seals:

FOR THE STORMWATER DIVISION:

By: _____
Stormwater Coordinator

ATTEST:



Printed Name & Title

LANDOWNER: _____ (SEAL – if incorporated)

Printed Name and Title: _____

Signature: _____

COUNTY OF _____, STATE OF _____

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20____, do hereby certify that _____, whose name(s) is/are signed to the foregoing Agreement has/have acknowledged the same before me in my said County and State.

Given under my hand this _____ day of _____, 20__.

Notary Public

(SEAL)