

Post Construction Maintenance Agreement

WHEREAS, _____, recognizes that the Stormwater Facilities (hereinafter referred to as “Facilities”) must be maintained for the _____, in Springville, Utah

WHEREAS, Owner owns the real property more particularly described on the Attached Exhibit A as recorded by deed in the records of the Utah County Recorder’s Office, Entry # _____

WHEREAS, Springville City and the Owner, agree that the health, safety, welfare, and well-being of the citizens of the Springville City require that the facilities be constructed and maintained on the property.

WHEREAS, Springville City ordinances require that the Facilities as shown on the approved development plans and specifications be constructed and maintained by the Owner, or its successors, heirs, or 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:

Section 1 – Initial Construction

The Facility or Facilities shall be constructed by Owner in accordance with the plans and specifications and approved by Springville City for the development.

Section 2 - Maintenance

Owner, its successors, heirs, or assigns shall maintain the Facilities in good working conditions acceptable to City and all other local, state and federal regulation and in accordance with the schedule of Post Construction and Long Term Maintenance activities attached hereto as Exhibit B.

Section 3 – City Right of Entry

Owner, its successors, heirs, or assigns hereby grants permission to City, through its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever City deems necessary. Whenever possible, City shall provide notice prior to entry.

Section 4 – Unmaintained Facilities

In the event Owner, its successors, heirs, or assigns fails to maintain the Facilities as shown on the approved plans and specifications, in accordance with the Maintenance Schedule incorporated in this Maintenance Agreement, City, after giving written notice and reasonable time to comply not to exceed 90 days, may enter the property and take whatever steps it deems necessary to return the Facilities to a good working condition.

This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that City is under no obligation to maintain or repair the Facilities and in no event shall this Maintenance Agreement be construed to impose any such obligation on City.

Section 5 – Maintenance by City

If City, pursuant to the Maintenance Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, or other matters to place the Facilities in good working order, Owner shall reimburse City within thirty (30) days of receipt thereof for all the costs incurred by City for said work. The work shall act as a lien against the Property. If not paid within the prescribed time period, City shall be entitled to record notice of a lien against the Property in the amount of such costs. The actions

described in this section are in addition to and not in lieu of any other legal remedies available to City as a result of Owner's failure to maintain the Facilities.

Section 6 - Liability

This agreement is to insure the proper maintenance of the Facilities by the Property Owner. It shall not be deemed to create any additional liability, nor affect any existing liability of any party for damage alleged to result from or caused by storm water runoff.

Section 7 - Sediment

Owner will make accommodation for the removal and disposal of all the accumulated pollutants and sediments. Temporary storage will be provided onsite in a reserved area(s). The sediment will need to be disposed of in an appropriate manner within two weeks after being removed from the storm drain system.

Section 8 – Owner Inspections

Owner shall use an approved Maintenance Inspection Report documenting inspections and the maintenance of Post Construction BMPs according to specifications of the most current BMPs as updated and approved by the City. These inspection and maintenance records shall be submitted to the City each year by April 30th as annual verification of inspections and maintenance completion.

Section 9 – City Inspections

The City shall perform an on-site inspection of the Facilities every 5 years beginning 1 year after final inspection. As required by the permit.

Section 10 - Indemnity

Owner, its successors, heirs, and assigns hereby indemnifies and holds harmless City and its agents and employees from any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against City from the construction, presence, existence, or maintenance of the Facilities by Owner or the existence or maintenance of the Facilities by the Owner or City. In the event a claim is asserted against City, its agents or employees, City shall promptly notify Owner and Owner shall defend, at its own expense, any suit based on such claim. If any judgment or claims against City, its agents or employees shall be allowed, Owner shall pay for all judgments, costs and expenses in connection therewith.

Section 11 - Recordation

This Maintenance Agreement, or notice of the Agreement, shall be recorded with the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on Owner, its heirs, assigns, and successors in interest.

Section 12 - Enforcement

This Maintenance Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective assigns or successors in interest.

Section 13 - Invalidation

Invalidation of any one of the provisions of this Maintenance Agreement shall in no way effect any other provisions, which shall remain in full force and effect.

PROPERTY OWNER

(ENTER NAME)

DATED this _____ day of _____, 2018

NAME HERE

NAME HERE

STATE OF UTAH)

: SS.

COUNTY OF UTAH)

On the _____ day of _____, 2019 personally appeared before me, NAME HERE and NAME HERE, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

COMPANY NAME HERE,

By: _____

Name (Print): _____

Its: _____

STATE OF UTAH)

: SS.

COUNTY OF UTAH)

On the _____ day of _____, 2020 personally appeared before me, _____, personally known to me to be the _____ of the **COMPANY NAME HERE**, who duly acknowledged to me that he signed the foregoing instrument as the _____ for the **COMPANY NAME HERE**, and on oath stated that he was authorized to execute said instrument on behalf of said **COMPANY** and that said **COMPANY** executed the same.

NOTARY PUBLIC

Approved as to form:

DATED this _____ day of _____, 2020

SPRINGVILLE CITY By:

Public Works Director/City Engineer

(SEAL)

Attachments: Exhibit A (Parcel/ Plat and Legal Description)
 Exhibit B (Maintenance and Inspection Schedule)
 Exhibit C (Standard Operation and Maintenance Inspection Report)

EXHIBIT A – Parcel/ Plat and Legal Description

EXHIBIT B – Maintenance and Inspection Schedule

EXHIBIT C – Standard Operation and Maintenance Inspection Report

Facility Operation and Maintenance Inspection Report for Storm Drain Facilities

Inspector Name:				Site, Property or Subdivision Name:			
Inspection Date:				Address:			
Owner:				Contact Info:			
Item Inspected	Checked		Maintenance		Observations and Remarks		
	Yes	No	Req'd	Not Req'd			
Detention/Retention Facilities							
1	Landscaping maintenance						
2	Remove sedimentation						
3	Remove debris						
4	Repair side slopes						
5	Repair rip-rap protection						
6	Repair control structure						
7	Cleaning of outfall						
8	Removal of floatable debris						
9	Maintenance of inlets						
10	Maintenance of outlets						
Storm Drain System							
1	Remove sediment from catch basins						
2	Cleaning storm drain pipes						
3	Maintenance of drainage swales						
4	Remove sediment from manholes						
5	Remove sediment from sumps						
6	Repair oil/ water separator						
7	Repair sand filters						
Parking Lot and Streets Maintenance							
1	Sweeping of parking lot						
2	Sweeping of streets						
3	Cleaning of garbage enclosure						
4	Cleaning of non-hazardous spills						
5	Managing fertilizer use						
6	Managing pesticide use						
7	Removal of grass after lawn mowing						

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information provided is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

BY: _____ Date: _____
 Site Inspector