

When recorded, submit with application at time of intake or if instructed email to your Stormwater contact.

**STORMWATER MANAGEMENT/
BEST MANAGEMENT PRACTICE (BMP) FACILITIES
MAINTENANCE AGREEMENT**

Note: If this Maricopa County Environmental Services Department (MCESD) Stormwater Management/Best Management Practice (BMP) Facilities Maintenance Agreement is recorded against the Property (as defined hereinafter), it is NOT RECORDED AS, NOR IS IT INTENDED TO CREATE, A LIEN, but is being recorded solely as a NOTICE to all current and future lienholders on the Property.

**MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT (MCESD)
STORMWATER MANAGEMENT/
BEST MANAGEMENT PRACTICE (BMP) FACILITIES
MAINTENANCE AGREEMENT**

This Agreement, made and entered into this _____ day of _____, 20____, by

_____ hereinafter "Landowner", being the owner of
(Insert full name of Landowner)

certain real property described as _____
(Insert legal description)

according to Book _____ of Maps, Page _____, records of Maricopa County, Arizona,

with an address of _____

hereinafter "Property". The owner is proceeding to build on and develop the property. The Site Plan/Plat is known as _____,
(Name of Plan/Development)

THE LANDOWNER AGREES AS FOLLOWS:

1. The on-site stormwater management/BMP facilities (the "Stormwater Facilities") shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the civil plans approved by the Maricopa County Planning and Development Department.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Stormwater Facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

3. The Landowner, its successors and assigns, is hereby required to obtain written approval from the MCESD Director prior to grading, filling, piping, cutting or removing vegetation (except for routine and minor landscape maintenance) in open vegetated drainage facilities (such as biofiltration swales, channels, ditches, ponds, etc.) or performing any alterations to the Stormwater Facilities. The Landowner, its successors and assigns, shall obtain all necessary permits, approvals, and plans and provide all required land surveys as required by the County Planning and Development Department.

4. The Landowner, its successors and assigns, hereby grants permission to the MCESD, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities whenever the MCESD deems necessary. Whenever reasonable, the MCESD shall provide notice prior to

entry. The MCESD shall provide the Landowner, its successors and assigns, copies of the inspection report including a directive and timeline to correct deficiencies if necessary.

5. In the event the Landowner, its successors and assigns, fails to correct any deficiencies noted in the inspection report within the specified time frame, the MCESD may enter upon the Property and take whatever steps it deems necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the MCESD to erect any structure of permanent nature on the land of the Landowner outside of an easement for Stormwater Facilities. It is expressly understood and agreed that the MCESD is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the MCESD.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate and will follow the maintenance and inspection schedule for the Stormwater Facilities (including sediment removal) in the approved Operation and Maintenance Manual (attached as Exhibit A).

7. In the event the MCESD 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 and assigns, shall reimburse the MCESD upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the MCESD hereunder. Overdue payments shall accrue interest at a rate not to exceed the highest interest rate allowed by law.

8. In the event Landowner, its successors and assigns, fail to pay or make partial payments for costs incurred by MCESD, under this Agreement, the Landowner, its successors and assigns shall pay all enforcement and collection expenses. These expenses shall include but are not limited to attorney's fees, costs and collection services fees.

9. This Agreement imposes no obligations or liability of any kind whatsoever on the MCESD. The Landowner, its successors and assigns, shall indemnify, hold harmless, and defend the MCESD and its authorized agents and employees from and against any and all claims, demands, suits, liabilities, losses, damages, and payments, including reasonable attorney's fees claimed or made against the MCESD that are alleged or proven to result or arise from the Landowner's, its successors' and assigns' construction, operations, or maintenance of the Stormwater Facilities.

10. This Agreement shall be recorded with the Maricopa County Recorder's Office among the land records of Maricopa County, Arizona, and shall constitute a restriction running with the land in perpetuity,

and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

11. Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

WITNESS the following signatures:

Landowner Name

By: _____

(Type Name)

(Type Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 20 ____,

by

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A: Operation and Maintenance Manual