



FORM #2a—MAINTENANCE AGREEMENT STORM WATER MANAGEMENT/BMP MAINTENANCE AGREEMENT (PRE-CONSTRUCTION)

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-County of Butte-Silver Bow, Montana, hereinafter called the “City-County”.

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as: _____ (Butte-Silver Bow County tax parcel number/Geocode) with a physical address of: _____ hereinafter called the “Property”.

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as _____ (Name of Plan/Development), hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City-County, provides for construction of storm water facilities within the confines of the property; and

WHEREAS, the City-County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Butte-Silver Bow County, Montana, require that on-site storm water management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City-County requires that on-site storm water management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

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. The on-site storm water 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 Chapter 32 of Title 13 of the Butte-Silver Bow Municipal Code entitled “Storm Water Management”.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management/BMP facilities. This includes all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. Adherence to a maintenance plan provided by an Engineer that defines procedures necessary to maintain good working condition is acceptable to the City-County.
3. The Landowner, its successors and assigns, shall inspect the storm water management/BMP facility annually to ensure functionality. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City-County, its authorized agents and employees, to enter upon the Property and to inspect the storm water manage-



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ment/BMP facilities, provided the City-County gives reasonable notice. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City-County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. The 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 storm water management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

6. In the event the Landowner, its successors and assigns, fails to maintain the storm water management/BMP facilities in good working condition acceptable to the City-County, the City-County may enter upon the Property and take whatever steps 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 City-County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the storm water management/BMP facilities. It is expressly understood and agreed that the City-County 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 City-County.

7. In the event the City-County 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 City-County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City-County and the Landowner agrees to hold the City-County harmless from any liability in the event the storm water management/BMP facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Silver Bow County, Montana, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

OWNER(S):

Name/Title

Name/Title

Address

Address



Butte-Silver Bow Public Works Department

STATE OF MONTANA)
) ss.
County of Silver Bow)

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they
signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses
and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Montana,
residing in _____.

Dated in Butte, Montana, this _____ day of _____, 20____.

City County

Chief Executive

Approved By:

Public Works Department