

## **Drainage Facility Maintenance Agreement Procedures**

Permanent drainage facilities may be required by Chapters 17, 18, or 19 of the Municipal Code when property is subdivided or developed within the City. These facilities will require a maintenance agreement to ensure that the facilities are constructed, maintained and repaired in accordance with the approved plans. If it is determined by the City that a maintenance agreement is required, please complete the following procedures. If a Phase III Drainage Report has been approved as part of the building permit, this agreement will be required.

1. Complete the form and sign it in the presence of a notary public. Notary services are available at the City Hall.
2. Bring the original notarized Agreement to the City Hall at 2450 E. Quincy Avenue during office hours, Monday through Friday between 8:00 am and 4:30 pm.
3. The City will then record the agreement with the Arapahoe County Clerk and Records Office. The recording fee is \$43 to be paid by the property owner or representative.

If you have questions regarding this agreement or the procedures, please call the Community Development Department at 303-783-2721.

## DRAINAGE FACILITY MAINTENANCE AGREEMENT

This Drainage Facility Maintenance Agreement (“Agreement”) is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Cherry Hills Village (“City”) and \_\_\_\_\_ the property owner (“Owner”) with an address of \_\_\_\_\_.

The Agreement pertains to the following real property (“Property”):  
Address: \_\_\_\_\_  
Parcel ID No. \_\_\_\_\_  
Legal Description (include as “Attachment B” if necessary): \_\_\_\_\_

The Property contains certain storm water drainage and/or detention facilities constructed in accordance with the plans, specifications and procedures of the City (the “Drainage Facilities”).

### AGREEMENT

Owner agrees, at its sole cost and expense, to adequately maintain, repair and replace, the Drainage Facilities described in “**Attachment A**” and to keep the same in good working condition and in substantially the form, condition and nature represented at the time they were constructed, and not allow deterioration to any condition in any respect inferior to the state or condition upon which the original approval for construction or development was based. With respect to this agreement, either or both the owner or tenant of this real property shall be considered the responsible party. Additionally, the Owner agrees to maintain records of all maintenance, repairs, or replacement of these Drainage Facilities for minimum period of two (2) years following completion of said maintenance, repairs or replacement, and if required by the City, shall provide these records during a facility inspection or other reasonable times, upon request. The Owner will perform all maintenance, necessary repairs or replacement at a frequency, no less than annually, as directed by the associated maintenance and inspection schedules (if any) or as directed by the City, that is necessitated by the condition of the Drainage Facilities to meet the stated requirements of this agreement and applicable City Codes. The City will perform periodic inspections of the listed facilities. If the City determines any reasonable and necessary maintenance, repair or replacement is required for the Drainage Facilities on the Property, the Owner will perform the necessary maintenance, repair or replacement in a timely manner, as determined by the City. If such work is not performed by the Owner as set forth herein, the City shall provide owner with written notice requiring the performance of such. If Owner does not perform such work within thirty (30) days after receipt of the City’s written notice, the City shall have the right to perform the maintenance, repair and/or replacement and take whatever steps it deems necessary for the stormwater drainage system to be kept in a safe and functional state, with all costs incurred by the City to be paid by Owner.

When practicable, the City shall provide advance notice to the property owner prior to conducting inspections of the drainage facilities. The City shall provide written notice to the property owner up to fifteen (15) days prior to performing maintenance, repair and/or replacement of the drainage facilities and any resulting inspections relating to such actions.

The City shall provide Owner with written verification of all costs incurred during the performance of any necessary maintenance, repair and or replacement of the drainage facilities and Owner shall pay such amount, without setoff or deduction, within thirty (30) days after receipt of the same. In the event Owner does not pay such amount to the City within such thirty (30) day period, Owner agrees that City may file and/or record a mechanic's lien against the Property.

Owner does hereby grant, bargain, sell and convey unto the City and its successors, invitees and assigns, a non-exclusive easement, license, right and privilege for access, ingress and egress over and to the Property for the purpose of inspecting, maintaining and, if necessary, repairing the Drainage Facilities.

In no event shall the City be responsible for any damage to the Property in connection with the City's performance of such maintenance, repair or replacement of the Drainage Facilities hereunder. Owner agrees to hold the City harmless from any and all claims for personal injury, death or injury to property in connection with City's maintenance, repair or replacement of the Drainage Facilities.

The invalidity or enforceability of any part or provision of this of any part or provision of this Agreement shall not affect the validity or enforcement of any other part or provision.

In the event of any litigation or arbitration between Owner and City concerning or related to this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

SIGNATURE PAGES TO FOLLOW

**CHERRY HILLS VILLAGE**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF ARAPAHOE                )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of Cherry Hills Village.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[S E A L]

**PROPERTY OWNER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF ARAPAHOE                )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[S E A L]

**ATTACHMENT A**

**Stormwater Management Plan and/or Drainage Plan**