

Return to:  
City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

### Stormwater Facility Maintenance Agreement

THIS Agreement is made by and between the City of Billings, a municipal corporation of the State of Montana, hereinafter referred to as the "City" and \_\_\_\_\_, a Developer, as owner (including successors and assignee's of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WHEREAS, the undersigned is proceeding to build on and develop the property; and has submitted the Site Plan/Subdivision Plan know as \_\_\_\_\_ (Name of Plan/Development), located on \_\_\_\_\_ (Lot/Block/Subdivision) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the undersigned, its successors and assigns, including any homeowners association, (hereinafter the "Landowner") agree that the health, safety, and welfare of the residents of the City, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan (the "Facilities") be constructed and adequately maintained by the Landowner.

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 Facilities shall be constructed by the Landowner, in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall at all time, adequately maintain the Facilities. Such maintenance obligation shall include the obligation to properly maintain all surface and subsurface inlets, pipes, channels, structures, rock pits, vegetation, and all other improvements provided to control the quantity and quality of the stormwater within the facility. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions.
3. In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner. This provision shall not be construed to allow the City

to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City 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. The Landowner grants to the City, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes.

4. The Landowner shall perform all work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the Landowner shall comply with such schedule.

5. In the event the City performs work of any nature on the Facilities in accordance with this Agreement, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

6. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

7. This Agreement shall be recorded among the deed records of Yellowstone 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.

**\*\* Note to Reviewer: Attached to this agreement shall be required information listed in Appendix F of the City's Stormwater Management Manual. Remove this text for final document\*\***

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

(Insert Company/Corporation/Partnership Name) [SEAL]

Date

\_\_\_\_\_  
By: (Name and Title)

\_\_\_\_\_

State of Montana  
County of \_\_\_\_\_  
This instrument was signed and sworn to before me  
on \_\_\_\_\_ by \_\_\_\_\_  
(Name of signer)

\_\_\_\_\_  
(Notary Signature)  
[Affix seal/stamp to the left or below]

TEMPORARY

**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

The City of Billings acknowledges receipt of this HOA Stormwater Facility Maintenance Agreement and hereby accepts the property interest conveyed through this instrument.

\_\_\_\_\_

\_\_\_\_\_,  
City Administrator, City of Billings

ATTEST:

\_\_\_\_\_  
(name), City Clerk

State of Montana

County of \_\_\_\_\_

This instrument was signed and sworn to before me

on \_\_\_\_\_ by \_\_\_\_\_  
(Name of signer)

\_\_\_\_\_  
(Notary Signature)  
[Affix seal/stamp to the left or below]