

STORMWATER FACILITY OWNERSHIP AND MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF STEAMBOAT SPRINGS
AND
331900001 (LOT 1 STEAMBOAT BASECAMP)

THIS AGREEMENT ("Agreement") is entered into as of this 26 day of October, 2023, by and between the CITY OF STEAMBOAT SPRINGS, a Colorado home rule municipality ("City"), and FV BASECAMP, LLC, (hereinafter "Owner"), owner of real property located in the City of Steamboat Springs described as LOT 1 STEAMBOAT BASECAMP.

WHEREAS, the Owner owns a certain tract of property (hereinafter "Property"), the contents of which are incorporated by reference herein; and

WHEREAS, Permanent stormwater quality treatment facilities (the "System") are being installed at the Property to be owned and operated by the Owner. Maintenance obligations described in this agreement shall take effect upon issuance of certificate of occupancy or completion for the property or at time of infrastructure preliminary acceptance for the subdivision;

NOW, THEREFORE, in consideration of the following mutual covenants, conditions and obligations, the parties agree:

- 1) **SYSTEM MAINTENANCE.** It is the obligation of the Owner to maintain the System specified, designed and detailed on sheets C.302 & C.520 of the civil construction plans dated 7/14/22 and prepared by Landmark Consultants for the Steamboat Basecamp project approved by the City of Steamboat Springs and on file at the City of Steamboat Springs Engineering Division office.
 - a) The Owner shall perform maintenance of the System as prescribed in the latest version of the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, per manufacturer's maintenance specifications, and as described in the Ownership and Maintenance Plan ("O&M Plan") as depicted in Exhibit "A". If a conflict is found between these two reference documents, then the O&M Plan shall be the overriding document. The most recent maintenance requirements for permanent stormwater management systems are detailed in the reference documents.
 - b) Following maintenance and/or inspection, the Owner or Owner's representative will prepare an inspection/maintenance record. Records shall include when the System was inspected and what, if any, actions were taken to maintain the System.
 - c) The owners shall retain the inspection/maintenance records for five years from the date of maintenance or inspection. Inspection/maintenance logs shall be updated annually. These records will be made available to the City for inspection upon request at any time.

- d) The City shall be allowed access to inspect the System, upon 24 hours' notice.
 - e) Following inspection, the City will provide written notice of the inspection findings related to operation of the System. In the event that the City notices a failure to properly maintain and operate the System per the O&M Plan, the City will deliver a notice of violation to the Owner indicating the deficiencies and a timeframe within which the Owner shall take remediation action.
 - f) In the event of failure to repair or maintain the System within the timeframe indicated in the notice of violation, the city may perform repairs, as necessary, to maintain the operation of the System, if in the event, the System is not being properly maintained. The Owner shall be responsible for the cost(s) of any actions taken by the City to maintain the operation of the System plus a 15% administration fee.
 - g) System Modification: Once installed, no modifications to the permanent stormwater treatment facility shall be made without the submission of plans detailing the proposed modification and prior written approval from the City's Engineering Division.
- 2) **RECORDATION.** This Agreement shall be recorded in the office of the Routt County Clerk and Recorder by the Owner within ten (10) days of the date that the Agreement has been signed by all parties.
- 3) **GENERAL PROVISIONS.**
- a) Notice. All notices shall be sent in writing by U.S. Mail to the addresses provided for as follows. Any party may change their address for purposes of notice through written notification to the other party.
 - i) If to the City: City of Steamboat Springs, Attn: City Engineer, PO Box 775088, 137 10th Street, Steamboat Springs, CO 80477
 - ii) If to the Owner: use the current mailing address
 - b) Governing Law; Venue. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that exclusive jurisdiction and venue for such proceeding shall be in the appropriate court in Routt County, Colorado.
 - c) Authorship. This Agreement's final form is the result of review and negotiations between the parties and no part of this Agreement shall be construed against any party on the basis of authorship.
 - d) Signatory's Authority. Each person signing this Agreement in a representative capacity expressly represents and warrants that the signatory has the subject party's authority to so

sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents and warrants that except as to approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement, including the consent of any spouse, insurer, assignee, licensee, secured lender or regulatory agency.

- e) Attorney's Fees. In the event any litigation is required to interpret or enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled, in addition to any other relief to which such party may be entitled, to recover its costs and expenses incurred, inclusive of reasonable attorney's fees as determined by the Court.
- f) No Third Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto and no other person, firm, organization or corporation shall have any right or cause of action hereunder.
- g) Counterparts. This Agreement may be executed in counterparts and shall be deemed fully executed by all parties when counterparts hereof have been signed by each of them whether or not signatures of all parties appear on the original or any one copy of this Agreement.
- h) Amendment. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto. Verbal amendments shall be ineffective for any purpose.
- i) Entire Agreement; Integration. This Agreement constitutes the entire understanding and agreement between the parties pertaining to the subject matter herein. All prior agreements and understandings, if any, have been integrated into this Agreement.
- j) Indemnification. To the fullest extent permitted by law, the Owner or the Owner's successors and assigns agree to indemnify and hold harmless the City of Steamboat Springs and its officers and employees from and against all liability, damages or costs incurred, including reasonable attorney's fees and defense costs incurred by the City on account of any injury, loss or damage arising from or connected with the Owner's obligations described in this Agreement or other approvals from the City to the extent that such injury, loss or damage is caused by or claimed to be caused in whole or in part by the act, omission or fault of the Owner, or the successors, assigns, contractors, or agents of the Owner.
- k) Severability. Should any term, provision or condition of this agreement be determined invalid or unenforceable, the invalidity or unenforceability of any such term, provision or condition shall not affect the validity, enforceability of any other term, provision or condition herein contained, all terms, conditions and provisions herein being independent and severable.

1) Running of Benefits and Burdens. This Agreement is intended by the parties to be a covenant running with and burdening the Property. The obligations of this Agreement shall apply to Owner and Owner's heirs, successors, and assigns to the Property. This Agreement shall be recorded pursuant to the provisions of Colorado statutes and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. Taking title to all or a portion of the Property shall be considered affirmative consent to be bound to the provisions of this Agreement.

CITY OF STEAMBOAT SPRINGS

Gary Suiter, City Manager

ATTEST:

Julie Franklin, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Acknowledged and sworn to before me on this _____ day of _____, 2023, by Gary Suiter as City Manager and Julie Franklin as City Clerk.

WITNESS MY HAND AND OFFICIAL SEAL.
My commission expires:

Notary Public

Name: FV BASECAMP, LLC

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

John P. [Signature], as owner.

My commission expires:

Meaghan Elizabeth Casey
Notary Public

MEGHAN ELIZABETH CASEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234038093
MY COMMISSION EXPIRES 10/09/2027

EXHIBIT "A"

INFLOW HEADWALL

6" THICK

8' THICK

10' THICK

CONCRETE-LINED TRICKLE CHANNEL (0.5% SLOPE)

0.5% SLOPE

SECTION X-X'

TABLE 1: POND DIMENSIONS	
DIM A (ft)	97
DIM B (ft)	73
DIM C (ft)	113

1. FOR ADDITIONAL DESIGN INFORMATION REFER TO THE CONSTRUCTION DRAWINGS FOR THIS PROJECT.
2. DISTURBANCE OF WETLAND AREAS SHALL BE AVOIDED DURING MAINTENANCE OPERATIONS.
3. SEE DETAILED NOTES ON THE THIRD SHEET OF THIS PLAN FOR ALL MAINTENANCE REQUIREMENTS.

A map showing the location of the property. The property is outlined in black and is situated at the intersection of Elk River Rd, US Highway 40, Shield Dr, and Curve Ct. A black arrow points to the property from the top right corner of the map.

VICINITY MAP
SCALE: 1" = 1000'



LANDMARK
CONSULTANTS, INC.

CIVIL ENGINEERS | SURVEYORS

141 9th Street ~ P.O. Box 774943
Steamboat Springs, Colorado 80477
(970) 871-9494 www.LANDMARK-CO.com

Steamboat Basecamp
Ownership & Maintenance Plan
Extended Detention Basin

PROJECT:	NO.	DATE:	BY:	DESCRIPTION:
DATE:	9/23/2023			
DRAWN BY:	DCS			
CHECKED BY:	LCI			

