APPENDIX G:  COVENANTS
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT
COVENANTS RUNNING WITH THE LAND

The undersigned hereby warrant to be the Owner(s) of record of the real property described in Exhibit A and hereby covenant and warrant that the Property shall be used, improved, occupied, held, sold and conveyed subject to the following conditions, covenants and restrictions running with the land.

General Conditions, Covenants and Restrictions:

1. Regional Flood Control District approval of the (Development Plan, Tentative Plat) to be recorded in the records of Pima County, Arizona, is issued in direct reliance upon representations by the Owner(s) or their agents that any development of the property shall not create a drainage or erosion danger or hazard, either on the property or on any other properties, and that engineered, site-specific flood/erosion control improvements and (Low Impact Development Practice(s) including stormwater harvesting basins, retention swales, permeable pavement) shall be maintained as shown on the (Development Plan Tentative Plat), by all present and future Owners unless a subsequent (Development Plan, Tentative Plat) is approved that supersedes a previously approved design.

2. The Owner(s) specify that the Low Impact Development Practice(s) shown on the (Development Plan, Tentative Plat) and on Exhibit B shall be inspected annually and after storm events. Based on these inspections the Owner(s) shall undertake maintenance, including but not limited to, removal and proper disposal of all debris, sediments, oils, weeds, overgrown landscape plants or other elements within the Low Impact Development Practice(s) areas which reduce volume or proper functioning or conveyance. The Owner shall undertake appropriate cleaning, maintenance or repairs if inspections reveal damage or deterioration to the design conditions shown on the (Development Plan, Tentative Plat).

3. The Owner(s), their successors in interest and assigns shall assume full responsibility for their actions on the Property and shall indemnify, defend and hold harmless Pima County, and the Pima County Flood Control District, their officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind by reason of flooding, erosion or flowage arising out of or related to the use of the property, including all injuries and damages resulting from damage to or degradation of design conditions Low Impact Development Practices.

The undersigned, referred to in this declaration as Owner(s) has executed this instrument this ______ day of __________________________, 2014.

_________________________________  _______________________________

STATE OF ARIZONA               )
ss                              )
COUNTY OF PIMA
This foregoing instrument was acknowledged before me this ___________ day of _______________________, 2014, by ___________________________, of __________________________, an ______________________________ Corporation, on behalf of the Corporation.

_______________________________
Notary Public

Exhibit A  
(see attached)

Lot __, of ______________________ subdivision according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book __ of Maps and Plats, Page __.

Exhibit B  
(see attached)

An exhibit showing the location of all Low Impact Development Practice(s) including stormwater harvesting basins, retention swales, permeable pavement to be inspected and maintained.
The undersigned hereby warrant to be the Owner(s) of record of the real property described in Exhibit A and hereby covenant and warrant that the Property shall be used, improved, occupied, held, sold and conveyed subject to the following conditions, covenants and restrictions running with the land.

General Conditions, Covenants and Restrictions:

1. **Regional Flood Control District** approval of the (Development Plan, Tentative Plat) to be recorded in the records of Pima County, Arizona, is issued in direct reliance upon representations by the Owner(s) or their agents that any development of the property shall not create a drainage or erosion danger or hazard, either on the property or on any other properties, and that engineered, site-specific flood/erosion control improvements and the underground stormwater detention system(s) shall be maintained as shown on the (Development Plan, Tentative Plat), by all present and future Owners unless a subsequent (Development Plan, Tentative Plat) is approved that supersedes a previously approved design.

2. The Owner(s) specify that the underground stormwater detention system(s) shown on the (Development Plan, Tentative Plat) and on Exhibit B shall be inspected annually and after storm events. Based on these inspections the Owner(s) shall undertake maintenance including but not limited to, removal and proper disposal of all debris and/or sediment and oils present in sumps, piping, manifolds, inlets or outlets of subsurface storage facilities, and appropriate cleaning, maintenance or repairs should conditions suggest a threat of flooding or erosion damage. The Owner(s) shall have an Arizona Registered Professional Civil Engineer prepare an annual report of inspection and maintenance performed. The Owner(s) will keep the annual reports on file at the Property.

3. **The Owner(s), their successors in interest and assigns shall assume full responsibility for their actions on the Property and shall indemnify, defend and hold harmless Pima County, and the Pima County Flood Control District, their officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind by reason of flooding, erosion or flowage arising out of or related to the use of the property, including all injuries and damages resulting from damage to or improper functioning of underground stormwater detention systems.**

The undersigned, referred to in this declaration as Owner(s) has executed this instrument this ________ day of

________________________, 20__.

_____________________________   _______________________________

STATE OF ARIZONA )

)ss

COUNTY OF PIMA )
This forgoing instrument was acknowledged before me this __________ day of ____________________, 20__, by __________________________, of __________________________, an __________________________ Corporation, on behalf of the Corporation.

______________________________
Notary Public

Exhibit A
(see attached)

Lot __. of __________________________ subdivision according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book __ of Maps and Plats, Page __.

Exhibit B
(see attached)

An exhibit showing the location of all underground detention systems and components to be inspected and maintained.
DESCRIPTION OF INFRASTRUCTURE BELOW GROUND

STORAGE UNIT: (e.g. CONCRETE VAULT)
CONVEYANCE LINES: (e.g. 300 ft 18" RCP)
PUMP(S)*: (as per examples above)
* IF USED

EXAMPLE: UNDERGROUND DETENTION STORAGE WITH PUMP
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT
COVENANTS RUNNING WITH THE LAND

The undersigned hereby warrant to be the Owner(s) of record of the real property described in Exhibit A and hereby covenant and warrant that the Property shall be used, improved, occupied, held, sold and conveyed subject to the following conditions, covenants and restrictions running with the land.

General Conditions, Covenants and Restrictions:

1. **Regional Flood Control District** approval of the (Development Plan, Tentative Plat) to be recorded in the records of Pima County, Arizona, is issued in direct reliance upon representations by the Owner(s) or their agents that any development of the property shall not create a drainage or erosion danger or hazard, either on the property or on any other properties, and that engineered, site-specific flood/erosion control improvements and storm water detention basins shall be maintained as shown on the (Development Plan, Tentative Plat), by all present and future Owners unless a subsequent (Development Plan, Tentative Plat) is approved that supersedes a previously approved design.

2. The Owner(s) specify that the stormwater detention basin(s) shown on the (Development Plan, Tentative Plat) and on Exhibit B has(ve) been constructed with some or all of the storage volume above natural grade due to site constraints. The storage volume above natural grade is impounded behind compacted embankments which require inspection and maintenance to assure that the embankments will remain stable over the life of the project. The Owner(s) shall maintain embankments with the height, width, slope and linear extent shown on the (Development Plan, Tentative Plat). The Owners(s) or their agents shall inspect the embankments annually and after storm events to assure that the design characteristics and slope treatments have not deteriorated from the design shown on the (Development Plan, Tentative Plat). If the Owner(s) or their agents identify signs of damage, removal or instability, the Owner(s) shall undertake any necessary repairs within 90 days of the inspection which identified the need for repair.

3. The Owner(s), their successors in interest and assigns shall assume full responsibility for their actions on the Property and shall indemnify, defend and hold harmless Pima County, and the Pima County Flood Control District, their officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind by reason of flooding, erosion or flowage arising out of or related to the use of the property, including all injuries and damages resulting from embankment disrepair or damage.

The undersigned, referred to in this declaration as Owner(s) has executed this instrument this ________ day of _____________________, 20__. 

_________________________________________  _______________________________
STATE OF ARIZONA                      COUNTY OF PIMA
)                                          )
)ss                                      )
This foregoing instrument was acknowledged before me this ____________ day of ______________________, 20__, by ___________________________, of __________________________, an __________________________ Corporation, on behalf of the Corporation.

_______________________________
Notary Public

Exhibit A
(see attached)

Lot __, of __________________________ subdivision according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book __ of Maps and Plats, Page __.

Exhibit B
(see attached)

An exhibit showing the location of all embankments to be inspected and maintained.
The undersigned hereby warrant to be the Owner(s) of record of the real property described in Exhibit A and hereby covenant and warrant that the Property shall be used, improved, occupied, held, sold and conveyed subject to the following conditions, covenants and restrictions running with the land.

**General Conditions, Covenants and Restrictions:**

4. **Regional Flood Control District** approval of the (Development Plan, Tentative Plat) to be recorded in the records of Pima County, Arizona, is issued in direct reliance upon representations by the Owner(s) or their agents that any development of the property shall not create a drainage or erosion danger or hazard, either on the property or on any other properties, and that engineered, site-specific flood/erosion control improvements and storm water detention basins shall be maintained as shown on the (Development Plan, Tentative Plat), by all present and future Owners unless a subsequent (Development Plan, Tentative Plat) is approved that supersedes a previously approved design.

5. The Owner(s) specify that the storm water detention basin(s) shown on the (Development Plan, Tentative Plat) and on Exhibit B has(ve) been constructed with a pump(s) to discharge some or all of the storage volume. The pump(s) and service equipment require regular and routine inspection and maintenance. The Owner(s) or their agents shall inspect the pump(s) annually and after storm events and provide required repair and maintenance to assure that the pump and service equipment continue to operate to the specifications shown on the (Development Plan, Tentative Plat). If the Owner(s) or their agents identify items requiring repair, the Owner(s) shall undertake any necessary repairs within 90 days of the inspection which identified the need for repair.

6. The Owner(s), their successors in interest and assigns shall assume full responsibility for their actions on the Property and shall indemnify, defend and hold harmless Pima County, and the Pima County Flood Control District, their officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind by reason of flooding, erosion or flowage arising out of or related to the use of the property, including all injuries and damages resulting from pump or service equipment disrepair or damage.

The undersigned, referred to in this declaration as Owner(s) has executed this instrument this ________ day of __________________________, 20__. 

_______________________________   __________ _____________________

STATE OF ARIZONA )

)ss

COUNTY OF PIMA )
This foregoing instrument was acknowledged before me this __________ day of _______________________, 20__, by __________________________, of __________________________, an __________________________ Corporation, on behalf of the Corporation.

_______________________________
Notary Public

Exhibit A
(see attached)

Lot __, of __________________________ subdivision according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book __of Maps and Plats, Page __.

Exhibit B
(see attached)

An exhibit showing the location of all pumps to be inspected and maintained.
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT
COVENANTS RUNNING WITH THE LAND

The undersigned hereby warrant to be the Owner(s) of record of the real property described in Exhibit A and hereby covenant and warrant that the Property shall be used, improved, occupied, held, sold and conveyed subject to the following conditions, covenants and restrictions running with the land.

**General Conditions, Covenants and Restrictions:**

7. Regional Flood Control District approval of the (Development Plan, Tentative Plat) to be recorded in the records of Pima County, Arizona, is issued in direct reliance upon representations by the Owner(s) or their agents that any development of the property shall not create a drainage or erosion danger or hazard, either on the property or on any other properties, and that engineered, site-specific flood/erosion control improvements and storm water detention basins shall be maintained as shown on the (Development Plan, Tentative Plat), by all present and future Owners unless a subsequent (Development Plan, Tentative Plat) is approved that supersedes a previously approved design.

8. The Owner(s) specify that the storm water detention basin(s) shown on the (Development Plan, Tentative Plat) and on Exhibit B has(ve) been constructed with a drywell(s) to discharge some or all of the storage volume. The drywell(s) require inspection and maintenance to assure that the drywell(s) will continue to function to the specifications shown on the (Development Plan, Tentative Plat) in perpetuity. The Owners(s) or their agents shall inspect the drywell(s) annually and after storm events. If the Owner(s) or their agents identify or are otherwise made aware of signs of damage or malfunction, the Owner(s) shall undertake any necessary repairs within 90 days of the inspection which identified the need for repair.

9. The Owner(s), their successors in interest and assigns shall assume full responsibility for their actions on the Property and shall indemnify, defend and hold harmless Pima County, and the Pima County Flood Control District, their officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind by reason of flooding, erosion or flowage arising out of or related to the use of the property, including all injuries and damages resulting from drywell disrepair or damage.

The undersigned, referred to in this declaration as Owner(s) has executed this instrument this ________ day of ____________________, 20__.  

_________________________________________  _______________________________

STATE OF ARIZONA  )
)ss
COUNTY OF PIMA  )
This foregoing instrument was acknowledged before me this ___________ day of _______________________, 20__, by ___________________________, of __________________________, an __________________________ Corporation, on behalf of the Corporation.

______________________________
Notary Public

Exhibit A
(see attached)

Lot ___, of __________________________ subdivision according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book ___ of Maps and Plats, Page ___.

Exhibit B
(see attached)

An exhibit showing the location of all drywells to be inspected and maintained.