

# DRAFT

## INSPECTION AND MAINTENANCE AGREEMENT

### OF PRIVATE STORMWATER MANAGEMENT WATER QUALITY UNITS

THIS AGREEMENT is made and entered into this [ ] day of [ ], 20[ ], by and between [ ], hereinafter referred to as "OWNER(S)" and City of Shelbyville, hereinafter referred to as "CITY". The fee simple real property encompassed by this Agreement is commonly referred to as [ ] and duly recorded in Deed Book [ ], Page [ ], in the Shelby County Clerk's office, hereinafter referred to as "PROPERTY",

#### WITNESSETH

WE, the OWNER(S), with full authority to enter into this agreement, do hereby covenant with the CITY and agree as follows:

1. The OWNER(S) covenant and agree with the CITY that they shall provide for adequate long term maintenance and continuation of storm water control measures to ensure that the water quality unit is and remains in proper working condition in accordance with approved design standards, rules and regulations, specifications or as necessary to maintain unit effectiveness. Routing landscaping (grass cutting, etc.) and trash removal are also part of regular maintenance. The OWNER(S) shall submit an operations and maintenance plan to the CITY for review and acceptance. This plan shall document the inspection frequency and projected operation and maintenance tasks.
2. The OWNER(S) shall submit an annual report (blank form provided) to the CITY by 15 February of each year. The report will include operations and maintenance plan.
3. The OWNER(S) shall grant to the CITY, its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the water quality unit.
4. The OWNER(S) shall grant to the CITY the necessary easements and right-of-way and /maintain perpetual access from public rights-of-way to the water quality unit for the CITY, its agent or Contractor. The OWNER(S) agree that should proper maintenance not be performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY upon demand any and all costs incurred and any enforcement action costs including the CITY'S cost and reasonable attorney's fees. Except to the extent that any such costs are not related to or do not arise out of OWNER's obligation under this Agreement, or to the extent that said costs arise out of or are caused by the negligent act or omission of the CITY.
5. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the water quality unit.
6. The OWNER(S) shall not transfer, assign or modify its responsibilities with respect to this agreement without the CITY's prior written consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
7. The CITY shall record this AGREEMENT in the Land Records of the County of Shelby, Kentucky. The OWNER(S) shall pay a \$50 processing and filing fee to the CITY upon submission of this agreement.

DRAFT

OWNER(S):

\_\_\_\_\_  
\_\_\_\_\_

PRINT OWNER(S) NAME(S): \_\_\_\_\_

CITY OF SHELBYVILLE

By: \_\_\_\_\_

\_\_\_\_\_

COMMONWEALTH OF KENTUCKY

)

)SS

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was subscribed and sworn to before me on the \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, Owners.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY

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)SS

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was subscribed and sworn to before me on the \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, Owners.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

PREPARED BY: