



**STORMWATER MANAGEMENT FACILITIES
MAINTENANCE AGREEMENT
City of Shelbyville, KY**

THIS AGREEMENT, made and entered into this _____ day of _____, 20 ____, by and between _____ hereinafter referred to as "LANDOWNER", and the **CITY OF SHELBYVILLE, KENTUCKY**, hereinafter referred to as the "CITY".

WHEREAS, the LANDOWNER is the owner of certain real property described as (tax Map/Parcel Identification Number) _____ and/or plat recorded in the Shelby County Clerk's office plat cabinet _____, slide no. _____ as recorded by deed in the Shelby County Clerk's office, Deed Book _____, page _____, herein referred to as the "PROPERTY".

WHEREAS, in order to accommodate and regulate these anticipated changes in flow conditions, the LANDOWNER will construct and maintain at LANDOWNER'S expense a stormwater management facility and system as described and shown on the Development/Improvement Plans known as _____ (Name of Plan/Development or Subdivision Name) hereinafter referred to as the "PLAN", as prepared by _____ (Professional Engineer) and dated _____, 20 ____, which plans and any amendments thereto, have been approved by and are on file with the City of Shelbyville Engineering/Public Works Department, at Public Works, Shelbyville, Kentucky.

WHEREAS, the CITY and the LANDOWNER or it's administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the CITY as well as the protection of aquatic resources require that the on-site stormwater management/BMP (Best Management Practices) facilities be constructed and maintained on the property; and

WHEREAS, the CITY requires that on-site stormwater management/BMP facilities as shown on the PLAN be constructed and adequately maintained by the LANDOWNER, it's administrators, executors, successors, heirs, or assigns, including any homeowners association.

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 (and any administrators, executors, successors, heirs, or assigns of LANDOWNER shall be bound by same):

1. The stormwater/BMP facilities shall be constructed by the LANDOWNER, in accordance with the plans and specifications identified in the PLAN.
2. The LANDOWNER, including any homeowners association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes channels, built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. An example of said maintenance would be removal of sediment, soil stabilization of eroding ditches or slopes, etc. Adequate maintenance is herein defined as good working conditions so that these facilities are performing their design functions.
3. The LANDOWNER, hereby grants permission to the CITY, its authorized agents and employees to enter the PROPERTY to inspect the stormwater management/BMP facilities whenever the CITY deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the CITY shall provide the LANDOWNER, copies of the inspection report with findings and evaluation.

4. In the event the LANDOWNER, fails to maintain the stormwater management facilities in good working condition acceptable to the CITY, the CITY may enter upon the PROPERTY and take whatever steps it deems necessary to maintain said stormwater management/BMP facilities and to charge the costs of the repairs to the LANDOWNER. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the property of the LANDOWNER, outside of an easement for stormwater management/BMP facilities. It is expressly understood and agreed that the CITY is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
5. In the event, the CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the LANDOWNER, the LANDOWNER shall reimburse the CITY upon demand, within 30 days of receipt thereof for all costs incurred by the CITY hereunder.
6. This Agreement poses no liability of any kind whatsoever on the CITY and the LANDOWNER agrees to hold the CITY and its agents and employees harmless for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the CITY for the construction, presence, existence or maintenance of the stormwater management facilities by the LANDOWNER.
7. The LANDOWNER, shall routinely inspect the stormwater management/BMP Facilities and submit an inspection report annually to the CITY. The report shall include any action taken, who took the action, when the action was taken, how it was completed, and any problems encountered or follow-up actions recommended. Maintenance problems shall be inspected monthly or more frequently as necessary to assure safe and proper functioning of the facilities.
8. This Agreement shall be recorded among the deed records of the Shelby County Clerk and shall constitute a covenant running with the land and shall be binding on the LANDOWNER, its administrators, executors, heirs, assigns and any other successors of interest, including any homeowners association.

IN WITNESS WHEREOF, the LANDOWNER has executed this Agreement as of the date first set forth above.

LANDOWNER

BY: _____

Title: _____

CITY OF SHELBYVILLE, KENTUCKY

ATTEST:

MAYOR

CITY CLERK

NOTARIZATION OF SIGNATURES

**STATE OF KENTUCKY,
COUNTY OF SHELBY, to-wit:**

The foregoing, was acknowledged and sworn to before me this _____ day of _____,
20____, by _____, LANDOWNER, of
_____.

Notary Public, State at Large, KY

My commission expires: _____

**STATE OF KENTUCKY,
COUNTY OF SHELBY, to-wit:**

The foregoing, instrument was acknowledged and sworn to before me this _____ day of
_____, 20____, by _____, Mayor and
_____, City Clerk, respectively, of the City of Shelbyville.

Notary Public, State at Large, KY

My commission expires: _____

APPROVED AS TO FORM:

City Attorney

Date