STORMWATER BEST MANAGEMENT PRACTICES OPERATIONS AND MAINTENANCE AGREEMENT

City of Oak Grove, Kentucky

THIS AGREEMENT, made and entered into this____day of _____,20_, by and between (Insert Full Name of Owner)_____hereinafter called the **"Landowner"**, and the City of Oak Grove, Kentucky, hereinafter called the **"City".**

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as (Christian County tax Map/Parcel Identification Number) _____ located at _____ and also known as, _____ , hereinafter called the **"Property";** and

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the stormwater management BMP Operations and Maintenance Plan for the property identified herein has been approved by the City, herein after called the "**Plan**", which is attached hereto as Appendix A and made part hereof, as approved by the City, provides for management of stormwater within the confines of the Property through the use of stormwater management or Best Management Practices **(BMPs)** facilities; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners' association, agree that the health, safety, and welfare of the residents of City of Oak Grove, Kentucky and the maintenance of water quality require that onsite stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires, through implementation of the Plan, that on-site stormwater management/BMPs as shown on the Plan be adequately constructed, operated, and maintained by the Landowner, its successors and 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:

1. Construction of BMP facility by Landowner. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. Duty of Operation and Maintenance of Facility. The Landowner, its successors and assigns, including any homeowners' association, shall adequately operate, inspect, and maintain the stormwater management/BMP facilities as acceptable to the City and in accordance with the specific operation, inspection, and maintenance requirements noted in the Plan. Adequate operation and maintenance is herein defined as good working condition so that these facilities are performing their design functions.

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3. Duty of Documentation. The Landowner, its successors and assigns, including any homeowners' association, shall document inspections, maintenance, and repairs performed and provide said documentation to the City or its representatives upon request.

4. Right of Entry on Property. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property after reasonable notice of not less than twenty-four hours and to inspect the stormwater management/BMP facilities as the City deems necessary. The purpose of inspection is to follow-up on suspected or reported deficiencies, to respond to citizen complaints, and/or to assure safe and proper functioning of the facilities. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive with timeline to commence with the repairs, if necessary.

5. Failure to Maintain. In the event the Landowner, its successors and assigns, including any homeowners' association, fails to operate and maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City, its authorized agents and employees, after reasonable notice of not less than twenty-four hours, may enter upon the Property and take action(s) deemed necessary to correct deficiencies identified in the inspection report. Upon repair, the City may 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. It is expressly understood and agreed that the City is under no obligation to routinely maintain, or repair said stormwater management/BMP facilities, and in no event shall this Agreement be construed to impose any such

6. Reimbursement by Landowner. 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, the Landowner, its successors or assigns, shall reimburse the City upon demand, within ninety (90) days of receipt thereof for all actual costs incurred by the City hereunder. Any charges that remain unpaid after thirty days may be assessed against the property as a lien.

7. **Duty to Inspect by City**. The City, its employees or representatives, shall inspect the stormwater management/BMP facilities at a minimum of once every three years to ensure their continued and adequate functioning.

8. Release of City. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the City, its employees and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said City, employees, and representatives from the construction, presence, existence, operative or maintenance of the stormwater management/BMP facilities by the Landowner or City. In the event that a claim is asserted against the City, its elected officials, City Officers or employees, the City shall promptly notify the Landowner, and the Landowner shall defend, at its own expense, any suit based on the claim. If any judgment or claims against the City's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.

9. Recording of Agreement running with the Property. This Agreement shall be recorded in the real property records of Christian County, Kentucky, and shall constitute a covenant running with the Property or land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

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IN WITNESS WHEREOF the undersigned have hereunto affixed their signatures as of the date first above written.

LANDOWNER:

_____

THE CITY OF OAK GROVE:

By:_____ __

State of Kentucky)
:ss
County of Christian)

The foregoing Agreement was acknowledged before me this_ day of _____,202_, by
_____

_____
Notary Public
My Commission Expires: _____ __

(SEAL)

State of Kentucky)
:ss
County of Christian)

The foregoing Agreement was acknowledged before me this_ day of _____,, 202_, by
_____ (Name), _____ (Title), City of Oak Grove.

Notary Public _____
My Commission Expires: _____

(SEAL)

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