



Post-Construction Storm Water Management Facility Maintenance Agreement

THIS AGREEMENT, effective this ____ day of _____,
20____, by and between _____ hereinafter called the “Landowner”,
and the City of Circleville, hereinafter called the “CITY”.

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real
property, hereinafter called the “Property”, described as:

PIDN: _____

The above parcel being part of the property in Deed Book _____,

Page _____ of the Pickaway County Recorder’s records in _____.

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

WHEREAS, the Site Plan/Subdivision Plan known as, _____
hereinafter called the “Plan”, which is expressly made a part hereof, as approved
or to be approved by the CITY, provides for storm water management through
detention/retention facilities and/or water quality storm water Best Management
Practices (BMPs) within the confines of the Property; and

WHEREAS, the CITY and the Landowner, its successors and assigns, including any
homeowner’s association, agree that the health, safety, and welfare of the

residents of the CITY require that on-site storm water management facilities be constructed and maintained on the Property; and

WHEREAS, the CITY requires that on-site storm water management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowner's 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. The on-site storm water management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan. The Post-Construction Storm Water Management Facility Maintenance Agreement completed by the Landowner shall be submitted at the time that the site/subdivision is platted. The execution of the within Agreement by the CITY shall not constitute an approval or acceptance of the completed storm water management facilities by the Landowner, which approval, if given, shall be by a separate written document executed by the CITY.
2. The Landowner, its successors and assigns, including any homeowner's association, shall adequately maintain the storm water management facilities. This includes all private pipes, channels or other conveyances built as part of the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that the facilities are performing their design functions.
3. The Landowner, its successors and assigns, shall inspect the storm water management facility and complete an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, plant materials, access roads, etc. Deficiencies, proposed corrective actions and a schedule for corrective actions shall be stated in the inspection report. Inspection

reports shall be maintained and be made available to the CITY upon request for review.

4. The Landowner, its successors and assigns, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the Property and to inspect the storm water management facilities whenever the CITY deems necessary. The CITY shall provide the Landowner, its successors and assigns, copies of its inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the storm water management facilities in good working condition acceptable to the CITY, the CITY may enter upon the Property and make such repairs, replacements or maintenance to the storm water management facility as may be necessary in the CITY's sole judgment and to charge the costs of such repairs, replacements or maintenance to the Landowner, its successors and assigns. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the Landowner outside of the easement for the storm water management facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.
6. The Landowner, its successors and assigns, will perform the work necessary to keep the storm water management facilities in good working order as appropriate
7. 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 and assigns, shall reimburse the CITY upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by CITY hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the CITY and the Landowner agrees to hold the CITY harmless from any liability in the event the storm water management facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of the City of Circleville, Ohio, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assign, heirs and any other successors in interests, including any homeowner's association.

WITNESS the following signatures:

Landowner

By: _____

(Print Name and Title)

The foregoing Agreement was acknowledged before me this _____ day
of _____, 20____, by _____.

NOTARY PUBLIC
My Commission
Expires:
County of _____, Ohio

City of Circleville

By: _____

(Print Name and Title)

The foregoing Agreement was acknowledged before me this _____ day
of _____, 20____, by _____.

NOTARY PUBLIC
My Commission
Expires:
County of _____, Ohio

This Instrument Prepared By:

Name and Title