

STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, by and between the City of Greenwood, a municipal corporation, with principal offices located at 300 S. Madison Ave, Greenwood, IN 46142, hereinafter “City of Greenwood” and _____ a _____ with principal offices located _____, hereinafter “Owner”.

_____, as “Owner(s)” of the property described below, in accordance with _____ City of Greenwood Ordinance and Regulations, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal description of the real estate for which this Agreement applies (“Property”).

Exhibit B: Location map(s) showing a location of the Property and an accurate location of each stormwater management practice affected by this Agreement.

Exhibit C: Long-term Maintenance Plan that prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction has been verified and accepted by the City of Greenwood for the stormwater management practices, an addendum or addenda to this agreement shall be recorded by the Owner showing design and construction details and provide copies of the recorded document to the City of Greenwood. The addendum may contain several additional exhibits.

Through this Agreement, the Owner(s) hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owners(s), at his, her or its expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the stormwater practices identified in Exhibit B and shall record them with the Office of the Johnson County Recorder. These easements and releases of rights-of-way shall not be altered, amended, vacated, released or abandoned without prior written approval of the City of Greenwood.
2. The Owner(s) shall be solely responsible for the installation, maintenance and repair of the stormwater management practices, drainage easements and associated landscaping identified in Exhibit B in accordance with the Maintenance Plan (Exhibit C).
3. No alterations or changes to the stormwater management practice(s) identified in Exhibit B shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Greenwood.
4. The Owner(s) shall retain the services of a qualified inspector (as described in Exhibit D – Maintenance Requirement 1) to operate and ensure the maintenance of the stormwater management practice(s) identified in Exhibit B in accordance with the Maintenance Plan (Exhibit C).
5. The Owner(s) shall annually, by December 30th, provide to the City of Greenwood records (logs, invoices, reports, data, etc.) of inspections, maintenance and repair of the stormwater management practices and drainage easements identified in Exhibit B in accordance with the Maintenance Plan. Inspections are required at least after every major rain event.
6. The City of Greenwood, or its designee, is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. Upon written notification by the City of Greenwood or its designee of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs

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within a reasonable time frame determined by the City of Greenwood. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

7. If the Owner(s) does(do) not keep the stormwater management practice(s) in reasonable order and condition, or complete maintenance activities in accordance with the Plan contained in Exhibit C, or the reporting required in 3 above, or the required maintenance or repairs under 4 above within the specified time frames, the City of Greenwood is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the City of Greenwood, no notice shall be required prior to the City of Greenwood performing emergency maintenance or repairs. The City of Greenwood may levy the costs and expenses of such inspections, maintenance or repairs plus a ten percent (10%) administrative fee against the Owner(s). In accordance with Ind. Code § 36-1-6-2, if the City of Greenwood takes action to bring the property into compliance, the expenses it incurs constitute a lien against the property that will attach when notice of the lien is recorded in the Office of the Johnson County Recorder. If said costs and expenses are not paid by the Owner(s), the City of Greenwood may pursue the collection of same through appropriate court actions and in such a case, the Owner(s) shall pay in addition to said costs and expenses all costs and litigation, including attorney fees.
8. The Owner(s) hereby convey(s) to the City of Greenwood an easement over, on and in the property described in Exhibit A for the purpose of access to the stormwater management practice(s) for the inspection, or the maintenance and repair thereof, should the Owner(s) fail to properly inspect, maintain and repair the practice(s).
9. The Owner(s) agrees that this Agreement shall be recorded and that the land described in Exhibit "A" shall be subject to the covenants and obligations contained herein, and this agreement shall bind all current and future owners of the property.
10. The Owner(s) agrees in the event that the Property is sold, transferred or leased to provide information to the new owner, operator or lessee regarding proper inspection, maintenance and repair of the stormwater management practice(s). The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.
11. The Owner(s) agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.
12. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.
13. The Owner(s), his, her, or its agents, representatives, successors and assigns shall defend, indemnify and hold the City of Greenwood harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) or the storm drainage system referred to in the permit as Exhibit "C" hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the City of Greenwood in connection with such Claims or the enforcement of this Agreement.

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In witness whereof, _____ hereby sets his or her hand this _____ day
(Printed Name of Owner)

of _____ 20____.

Owner's signature: _____ Printed Name of Owner: _____

Owner's Title: _____ Company Name: _____

State of Indiana)
) SS:
County of Johnson)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared

_____ and acknowledged the execution of the foregoing document as his or her free and
(Printed Name of Owner)

Owner's Title: _____ Company Name: _____

voluntary act.

Witness my hand and Notarial seal this _____ day of _____ 20____.

Notary Public: _____

Commission Expires: _____

INSTRUMENT DRAFTED BY: _____

WHEN RECORDED RETURN TO: The City of Greenwood, 300 South Madison Avenue, Greenwood, Indiana 46142
ATTN: Stormwater Department

"I AFFIRM, UNDER PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

Name: _____

Signature: _____

Prepared By: _____



**STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT**

City of Greenwood
A municipal corporation

By: _____ Its: Mayor Print: Mark W. Myers

STATE OF Indiana)

COUNTY OF)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____,

by _____, the _____ of _____.

Notary Public

_____ County of Indiana

My Commission Expires On:

WHEN RECORDED RETURN TO:

The City of Greenwood

300 South Madison Avenue

Greenwood, IN 46142