

**POST-CONSTRUCTION STORMWATER CONTROL PRACTICES
INSPECTION AND MAINTENANCE AGREEMENT**

PROJECT NAME: _____

PROJECT ADDRESS: _____

This Post-construction Stormwater Control Practice (SCP) Inspection and Maintenance Agreement (Agreement), made this ____ day of _____, by and between _____ (hereafter referred to as the Owner) and the *City of Columbus* hereafter referred to as the City, provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Parcel ID _____ that is to be developed as _____ and referred to as the Property; and,

WHEREAS, the Owner is providing a stormwater management system consisting of the stormwater control practices as shown and described on the construction drawing No. _____ and listed in the Owner's current Stormwater Control Practice Maintenance Plan on file with Department of Public Utilities, Division of Sewerage and Drainage, which is hereby incorporated by reference into this agreement and;

WHEREAS, to comply with the City of Columbus Stormwater Drainage Manual, pertaining to this project, the Owner has agreed to maintain the stormwater control practices in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

MAINTENANCE PLANS FOR THE STORMWATER CONTROL PRACTICES

1. The Owner agrees to maintain in perpetuity the stormwater control practices in accordance with the approved Stormwater Control Practice Maintenance Plan on file with Department of Public Utilities, Division of Sewerage and Drainage, in a manner that will permit the stormwater control practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved construction drawing No. _____. This includes all pipes and channels built to convey stormwater to the stormwater control practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of stormwater within the designated SCP limits.

The Owner shall provide a Stormwater Control Practice Maintenance Plan prepared in accordance with the City of Columbus Stormwater Drainage Manual. The Stormwater Control Practice Maintenance Plan shall not be modified without written approval from the City of Columbus.

2. The Owner shall perform all maintenance in accordance with the above Stormwater Control Practice Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the *City*.

INSPECTION AND REPAIRS OF STORMWATER CONTROL PRACTICES

1. The Owner shall inspect all stormwater control practices identified in the Stormwater Control Practice Maintenance Plan at least once per year or more frequently if specified in the Stormwater Control Practice Maintenance Plan.

2. Inspection reports shall be prepared for the stormwater control practices located at the Property and shall include those items specified in the Stormwater Control Practice Maintenance Plan.

The Owner shall retain complete dated and signed inspection reports in a maintenance inspection log, along with recorded dates and descriptions of maintenance activities performed by the Owner to remedy deficiencies observed during prior inspections. The maintenance inspection log shall be kept on the Property and shall be made available to the City by the Owner upon request.

3. Any stormwater control practices, excluding those built underground and/or physically located in, on

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or under building structure, will by deed of easement, provide that the *City, its employees and authorized agents*, may enter the Property to inspect all aspects of the stormwater control practices whenever the *City* deems necessary. The *City* shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.

4. The Owner shall make all repairs within ninety (90) days of their discovery through Owner inspections or through a request from the *City*. If repairs will not occur within this ninety (90) day period, the Owner must receive written approval from the *City* for an alternate repair schedule.
5. In the event of any default or failure by the Owner to maintain the stormwater control practices in accordance with the approved design standards and Stormwater Control Practice Maintenance Plan, as determined by the *City*, or, in the event of an emergency as determined by the *City*, it is within the sole discretion of the *City*, after providing reasonable notice to the Owner, to enter the property and take whatever steps necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the *City* within 30 days upon demand for costs expended by the *City* in performing such necessary maintenance or repairs and shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the *City* to maintain the stormwater control practices.

INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the *City* and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the stormwater control practices, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the stormwater control practices.
2. The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Agreement.

COVENANT

1. This Agreement shall be a covenant that runs with the Property and/or equitable servitude and shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs successors and assigns, and all subsequent owners of the property, in perpetuity.
2. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the County Recorder's Office of the _____, of _____.

AMENDMENT AND TERMINATION

This Agreement may be amended or terminated only by written consent of the Owner or a Transferee and the *City*.

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IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed in its names by a duly authorized person.

Owner Printed Name

Owner Signature

Date

By: _____
City Official Printed Name

City Official Signature

Date

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ACKNOWLEDGEMENTS

STATE OF _____

COUNTY OF _____, SS:

BE IT REMEMBERED that on this _____ day of _____, the foregoing instrument was acknowledged before me by _____, _____, on behalf of _____.

The notarial act certified hereby is an acknowledgement and no oath or affirmation was given to the signer with regard to the notarial act.

(seal)

Notary Public

ACKNOWLEDGEMENTS

STATE OF _____

COUNTY OF _____, SS:

BE IT REMEMBERED that on this _____ day of _____, the foregoing instrument was acknowledged before me by _____, _____, on behalf of _____.

The notarial act certified hereby is an acknowledgement and no oath or affirmation was given to the signer with regard to the notarial act.

(seal)

Notary Public