

**STORMWATER MANAGEMENT FACILITIES
MAINTENANCE AGREEMENT
OLDHAM COUNTY, KENTUCKY**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ hereinafter referred to as "LANDOWNER", and OLDHAM COUNTY, KENTUCKY, hereinafter known as the 'COUNTY'.

Whereas, the LANDOWNER is the owner of certain real property described as (tax Map/Parcel Identification Number) _____ and/or plat recorded in the Oldham County Clerk's office plat cabinet _____, slide no. _____ As recorded by deed in the Oldham 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 shall 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 Oldham County Engineering Department, LaGrange, Kentucky.

WHEREAS, OLDHAM COUNTY and the Landowners or its administrators, executors, successors, heirs, or assigns; including but not limited to Homeowner's Associations, hereinafter referred to as LANDOWNER, agree that the health, safety and welfare of the citizens of OLDHAM COUNTY 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, OLDHAM COUNTY requires that on-site stormwater management/BMP facilities as shown on the PLAN be constructed and adequately maintained by the LANDOWNER, its 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, Homeowner's Association or assigns of LANDOWNER shall be bound by same):

1. The LANDOWNER, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes, channels and structures 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 as designed.
2. The LANDOWNER, hereby grants permission to OLDHAM COUNTY, its authorized agents and employees to enter the PROPERTY to inspect the stormwater management/BMP facilities whenever OLDHAM COUNTY 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. Upon completion of the report from the inspection, the COUNTY shall provide the LANDOWNER, copies of the inspection report with findings and evaluations.
3. In the event the LANDOWNER fails to maintain the stormwater management facilities in good working condition acceptable to the COUNTY, the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY.
4. In the event, the COUNTY, 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 COUNTY upon demand, within 30 days of receipt thereof for all costs incurred by the COUNTY hereunder.
5. This Agreement poses no liability of any kind whatsoever on the COUNTY and the LANDOWNER agrees to hold the COUNTY and its agents and employees harmless for any and all damages, accidents, causalities, occurrences or claims which might arise or be asserted against the COUNTY for the construction, presence, existence or maintenance of the stormwater management facilities by the LANDOWNER.
6. The LANDOWNER shall routinely cause the inspection of the stormwater management/BMP Facilities by a Registered Professional Civil Engineer in the State of Kentucky that specializes in Stormwater Management and submit an inspection report at least every 36 months to the COUNTY. 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 and is also a recertification of the function of the Stormwater Management Facilities. Maintenance problems, until deemed corrected, shall be inspected monthly or more frequently as necessary to assure safe and proper functioning of the facilities.
7. This agreement shall be binding on all subsequent land owners of land served by the stormwater facilities and may not be amended or abrogated in part or whole, without the express written consent of Oldham County Fiscal Court.

8. This Agreement shall be recorded among the deed records of the OLDHAM County Clerk and shall constitute a covenant running with the land and shall be binding on the LANDOWNER. Requirements of this agreement will be made part of the binding elements of any new residential, commercial or industrial subdivision and also recorded on the record plat of the subdivision.

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

LANDOWNER

BY: _____

Title: _____

COUNTY OF OLDHAM, KENTUCKY

Attest:

JUDGE EXECUTIVE

COUNTY CLERK

NOTARIZATION OF SIGNATURES

**STATE OF KENTUCKY,
COUNTY OF OLDHAM, 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 OLDHAM, to wit:**

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

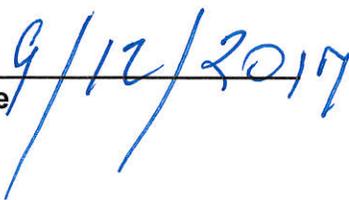
Notary Public, State at Large, KY

My Commission expires: _____

APPROVED AS TO FORM:



County Attorney


Date