

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT

Bullitt County, Kentucky

THIS AGREEMENT, made and entered into this ____ day of _____, 20 __ , by and between (Insert Full Name of Owner) _____ whose address is _____ hereinafter called the "Landowner", and the Bullitt County, P.O Box 768, Shepherdsville, KY 40165 hereinafter called the "County".

WITNESSETH, that **WHEREAS**, the Landowner is the owner of certain real property described as (Bullitt County tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of Bullitt County, Kentucky, Deed Book _____ Page _____ hereinafter called the "Property". **WHEREAS**, the Landowner is proceeding to build on and develop the property; and **WHEREAS**, the Site Plan/Subdivision Plan known as _____, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for storm water management/BMP facilities within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any property owners association, agree that the health, safety, and welfare of the residents of the County require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any property owners 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 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. The Landowner, its successors and assigns, including any property owners association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes

and channels built to convey stormwater from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

3. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility and submit an inspection report upon request. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the all facilities, berms, outlet structure, quality structures, pond areas, plant materials, access roads, etc. and deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints and/or to make random verification inspections. The County shall provide the Landowner, its successors and assigns, copies of the 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 stormwater management/BMP facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge all costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the County 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 County.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. 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, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
9. This Agreement (original) shall be retained by the County and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners association.

WITNESS the following signatures:

Landowner/Representative

Email: _____
(Name)

(Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged, sworn and subscribed before me this _____ day of _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

Bullitt County, KY

By: _____

(Name)

(Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged, sworn and subscribed before me this
_____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____