

(Project Name)
**INSPECTION AND MAINTENANCE AGREEMENT FOR
STORM WATER BEST MANAGEMENT PRACTICES**

FAIRVIEW PARK, OHIO

This Inspection and Maintenance Agreement, made this ____ day of _____, 20____, by and between the _____ ("Owner") and the City of Fairview Park, Ohio ("City"), provides as follows:

WHEREAS, the Owner is responsible for certain real estate within the City as set forth in the legal description attached hereto as Exhibit A ("Property"); and,

WHEREAS, the Owner is responsible for a storm water management system consisting of the storm water management practices as shown and described on the approved Storm Water Control Plan and Storm Water Pollution Prevention Plan ("Storm Water Plan"), a copy of which is in the possession of the City of Fairview Park; and,

WHEREAS, to comply with Chapters 1336 and 1337 of the Codified Ordinances of the City pertaining to this Property, the Owners have agreed to maintain the storm water management 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 STORM WATER MANAGEMENT PRACTICES

1. The owner agrees to maintain in perpetuity the storm water management practices in accordance with the Storm Water Plan, as revised from time to time in compliance with applicable requirements.
2. The Storm Water Plan includes Maintenance Plans for each storm water management practice and a schedule for monthly and annual maintenance. The Owner shall maintain, update, and store the maintenance records for the storm water management practices.
3. The Owner shall perform all maintenance in accordance with the Storm Water Plan and shall complete all repairs identified through regular inspections, and any additional reasonable repairs as requested by the City.

INSPECTION AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

1. The Owner shall inspect all storm water management practices in accordance with the Storm Water Plan.
2. The Owner grants permission to the City to enter the Property and to inspect all aspects of the storm water management practices and related drainage whenever the City deems necessary after at least 48-hour advance written notice to the Owner. The City shall provide the Owner with copies of the inspection findings and a directive to commence with repairs if necessary.
3. The Owner shall make necessary repairs within thirty (30) days of their discovery through Owner's inspections or through a reasonable written request from the City. If such repairs

cannot reasonably be completed with such thirty (30) day period, Owner shall commence such repairs within a reasonable time thereafter and diligently pursue the repairs until completion.

4. Should the maintenance or repairs not be completed as required by the City, the City may undertake the necessary work and charge all reasonable associated expenses to the Owner. Reimbursable expenses will include all the City's reasonable costs associated with engineering fees, construction, and inspection fees. Owner shall, within thirty (30) days of receipt of City's demand for payment, reimburse the City any Reimbursable Expenses or shall submit written objections to the City's demand with such objections to be resolved by a mutually chosen third-party neutral.
5. The inspection of the storm water management practices shall include an annual inspection and written report prepared by and stamped by a professional engineer in accordance with codified ordinance section 1336.10.

FUNDING

The funding for the inspection, operation, and maintenance of the storm water management practices referenced in this Inspection and Maintenance Agreement shall be made through annual homeowners' fees paid by the lot owners of the subdivision.

OR [Delete preceding or following paragraph based on your circumstances.]

The funding for the inspection, operation, and maintenance of the storm water management practices referenced in this Inspection and Maintenance Agreement shall be ensured by the Owner.

The parties hereto expressly do not intend by execution of this Inspection and Maintenance 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 Inspection and Maintenance Agreement.

This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.

[Signature pages follow]

"City"
City of Fairview Park

By: _____

Name: _____

Title: _____

STATE OF OHIO)

) ss.

COUNTY OF CUYAHOGA)

Before me, a Notary Public, in and for said County, personally appeared the above-named City of Fairview Park, an Ohio municipality, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/she and the City's free act and deed.

SWORN TO AND SUBSCRIBED before me this ____ day of _____,
20____.

Notary Public

My commission expires _____

IN WITNESS WHEREOF, the Parties hereto have caused this Inspection and Maintenance Agreement to be signed in their names by duly authorized persons.

"Owner"

By: _____

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Before me, a Notary Public, in and for said County, personally appeared the above-named _____, an Ohio corporation, by _____, its _____ and acknowledged that he did sign the foregoing instrument, and that the name is his and such corporation's free act and deed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public

My commission expires _____

CITY OF FAIRVIEW PARK, OHIO
STORM WATER APPLICABILITY TABLE

TYPE OF PARCEL	Chapter 1336 Soil Erosion & Sediment Control and Post Construction Water Quality Runoff	Chapter 1337 Storm Water Quantity Management	Chapter 1338 Illicit Discharge and Illegal Connection Control	Chapter 1339 Riparian Setback and Wetland Setback
Single Family Parcels less than 1 acre in area	N/A	N/A	A	A
Single Family Parcels greater than 1 acre in area disturbing less than 5,000 s.f. of land	N/A	N/A	A	A
Single Family Parcels greater than 1 acre in area disturbing between 5,000 s.f. and 1 acre of land	N/A	A	A	A
Single Family Parcels greater than 1 acre in area disturbing 1 or more acres of land	A	A	A	A
Other Residential Parcels (any size) disturbing less than 5,000 s.f. of land	N/A	N/A	A	A
Other Residential Parcels (any size) disturbing between 5,000 s.f. and 1 acre of land	N/A	A	A	A
Other Residential Parcels (any size) disturbing 1 or more acres of land	A	A	A	A
All non-residential parcels disturbing less than 5,000 s.f. of land.	N/A	N/A	A	A
All non-residential parcels disturbing between 5,000 s.f. and 1 acre of land.	N/A	A	A	A
All non-residential parcels disturbing 1 or more acres of land.	A	A	A	A
All parcels disturbing less than 1 acre of land, but are part of a larger common development disturbing 1 acre or more of land.	A	A	A	A

A = DOES APPLY

N/A = DOES NOT APPLY