

STORMWATER BEST MANAGEMENT
PRACTICES OPERATIONS AND
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ , by and between Terra Nova Partners, LLC (hereinafter the “Developer”) and Licking County Soil & Water Conservation District (hereinafter the “District”);

WITNESSTH

WHEREAS, the Developer is presently engaged in the improvement of certain lands within the District’s corporation limits and is desirous of the construction of stormwater and drainage facilities as required to meet the District’s regulations and the standards established by the Ohio Environmental Protection Agency to service the private development known as _____ (hereinafter “Property”); and

WHEREAS, the stormwater management Post-Construction Water Quality Operation and Maintenance Plan (hereinafter referred to as the “Plan”) has been reviewed by the District for the Property identified herein, which is attached hereto and made part thereof, as reviewed by the District, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (“BMPs”); and

WHEREAS, The District and the Developer, each for itself and its successors and assigns, agree that the health, safety, and welfare of the residents of the District and the protection and maintenance of water quality require that on-site stormwater BMPs be constructed and maintained by the Developer; and

WHEREAS, for the purposes of this Agreement, the term “Best Management Practices” is defined as “activities, facilities, designs, measures, or procedures used to manage stormwater impacts from land development to protect and maintain water quality to otherwise meet the purposes of the District’s regulations, including the dry and wet extended detention basins”; and

WHEREAS, The District requires, through the implementation of the Plan and the District’s regulations, that stormwater management BMPs be constructed and adequately operated and maintained by the Developer, its successors, and assigns; and

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained here, and the following terms and conditions, the parties hereto agree as follows:

1. Duty of Operation & Maintenance of Facility. The Developer shall operate and maintain the BMPs as

2. shown in the Plan in good working order acceptable to the District and in accordance with the specific maintenance requirements noted in the Plan.
 - a. The Developer shall inspect all stormwater management BMPs listed in the Plan every three (3) months and within forty-eight (48) hours of a significant rain event (greater than or equal to one half (1/2) inch of rain over a twenty-four (24) hour period during the entire first year).
 - b. The Developer shall inspect all stormwater management BMPs at least once every year thereafter. The detailed inspection and maintenance procedures are indicated within the Plan.
3. Right of Entry on Premises. The Developer hereby grants permission to the District, its authorized agents and employees, to enter upon the Property at reasonable times and upon presentation of proper identification to inspect the BMPs whenever the District deems necessary. Whenever possible, the District shall notify the Developer prior to entering the Property.
4. Options if Developer Fails to Maintain. In the event the Developer fails to operate and maintain the BMPs as shown in the Plan in good working order present to this Plan, the District or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMPs. This provision shall not be construed to allow the District to erect any permanent structure on the land of the Developer. It is expressly understood and agreed that the District 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 Licking County or the District.
5. Purpose of Agreement. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Developer; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party.
6. Release of County. The Developer, its executors, administrators, assigns, and other successors in interests, shall release Licking County's employees and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMPs, and negligence, omission, and intentional act of Licking County's employees or designated representatives. Subject to the exception in the foregoing sentence, in the event that a claim is asserted against Licking County, its elected officials, officers or employees, or designated representatives or employees, Licking County shall promptly notify the Developer, and the Developer shall defend at its own expense any suit based on the claim. If any judgment or claims against Licking County's employees or designated representatives shall be allowed, the Developer shall pay all costs and expenses regarding said judgment or claim, unless such judgment or claim is a result of the gross negligence or intentional act of Licking County's employees or designated representatives.
7. Recording of Agreement/Covenant running with the Land. This Agreement shall be recorded at the Licking County Recorder's Office, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Developer, its heirs, successors and assigns, and any other successors in interests in perpetuity.
8. Transfer of Responsibilities. The Developer shall promptly notify the District when its responsibilities (pertaining to the stormwater management BMPs) are legally transferred. The transfer must be approved by the District. The Developer shall supply the District with a copy of any document of transfer, executed by both parties.

