

DECLARATION OF MAINTENANCE OBLIGATIONS

THIS DECLARATION OF MAINTENANCE OBLIGATIONS (“Declaration”) is dated the ____ day of _____, 2____, and issued by _____ (hereafter referred to as the “Owner”).

WHEREAS, Owner is the owner or real property generally located at _____ and further described as follows:

_____ (hereafter referred to as the “Real Property”).

WHEREAS, Owner has submitted a stormwater management plan (“Plan”) to the McCracken County Fiscal Court (“County”) via submittal to the McCracken County Planning Department for approval under the McCracken County Code of Ordinances, Section 150.085 – 150.094 Stormwater Conveyance and Management (“Ordinance”).

WHEREAS, Under Section 150.091 – Storm Water Management Plan of the Ordinance, the Plan must address the ownership and maintenance responsibilities for all stormwater management control structures for the development.

WHEREAS, the County’s approval of the Plan is contingent upon the Owner signing, issuing and recording this Declaration, and accepting all maintenance obligations for the stormwater management facilities located on the Real Property (the “Facilities”).

NOW, THEREFORE, in consideration of the foregoing premises, and further valuable considerations, the adequacy and sufficiency of which is hereby acknowledged by all parties hereto, it is agreed as follows:

1. Owner shall perpetually maintain the Facilities in good repair, condition and working order, and shall furnish all maintenance, repairs, replacements (including replacement of the Facilities at the termination of their useful life), parts and services required therefore, at Owner’s expense. Without limiting the foregoing, Owner shall: (i) establish sufficient vegetative cover to control erosion and promptly repair any eroded areas; (ii) regularly cut, trim and maintain the vegetative cover of the basin; (iii) periodically visually inspect any detention basin and all discharge pipes; (iv) remove any sediment build-up in any detention basin when capacity is reduced to maintain the approved design volume; (v) clean out any Facilities and drainage pipes as needed.
2. If any portion of the Real Property is conveyed to a successor, assign or transferee of the Owner, or if any other person or entity obtains or receives an ownership interest in

the Real Property, such successor, assign, transferee, person or entity shall assume all of the Owner's obligations under this Agreement with respect to all Facilities located on or about the Real Property received by such successor, assign, transferee, person or entity. Owners of fractional or undivided interests shall be jointly and severally responsible.

- 3. The obligations of the Owner, the Owner's successors, assigns, or transferees, or any other person or entity that obtains or receives an ownership interest in the Real Property under this Declaration shall be binding upon their respective successors, assigns, and transferees, it being the parties' intent that the obligations in this Declaration constitute covenants running with and binding upon the land. Upon execution, Owner shall record this Declaration in the McCracken County Clerk's Office.
- 4. Nothing in this Agreement shall be construed to be an acceptance of the Facilities by the County, ownership of the Facilities by the County or use of the Facilities by the County, or any responsibility of the County for the maintenance or inspection of the Facilities. Owner, its successors and assigns shall be solely responsible for maintenance and operation of the Facilities and shall indemnify and hold harmless the County from all claims, including those for property damage, personal injury and death, relating thereto.

I, hereby execute this certificate on the ____ day of _____, 2____.

STATE OF KENTUCKY

COUNTY OF McCRACKEN

The foregoing document was acknowledged before me by _____

On this the ____ day of _____, 20 ____.

Notary Public

Notary Expires

I hereby certify that this
Instrument has been prepared by:

Name: _____

Address: _____

By: _____

Signature

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