AGREEMENT FOR PRIVATE STORM WATER MANAGEMENT

It is hereby agreed between the City of Cedar Rapids, Iowa, (hereinafter referred to as the CITY) and OWNER NAME, (hereinafter referred to as the OWNER) titleholder of the property described as follows:

Subdivision name or short legal description or "See Attachment A" for a longer legal description

that a portion of the above described property shall be reserved for private storm water management infrastructure including but not limited to pipes, watercourses, detention and retention basins, drainage structures and water quality practices. The OWNER hereby agrees to be responsible for all future grading, repairs, and maintenance to said infrastructure subject to the following conditions:

1. OWNER agrees to protect, defend, and hold the CITY harmless from any and all damages or claims for damages that might arise or accrue as a result of flooding, erosion, sedimentation and maintenance of said areas, or by acceptance and recording of this agreement.

2. OWNER agrees to not place fill material nor erect buildings, obstructions, or other improvements in areas reserved for storm water management.

3. OWNER shall maintain storm water management infrastructure to function and perform according to the approved design. Requirements for the infrastructure including the volume of storm water stored and the storm water release rate are specified in the project drainage report prepared by CONSULTANT on DATE. This report is on file with the Development Services Division. Any design data that differs from the approved drainage report shall be attached to this Agreement.

4. If the OWNER constructs storm water quality practices such as bio-retention cells, rain gardens or other, as approved by the CITY, the OWNER shall maintain said improvements according to a plan approved by the CITY.

5. OWNER shall submit an inspection report for the private storm water infrastructure to the CITY five years upon completion of the improvements and every five years thereafter. Inspection report shall be certified by a professional civil engineer licensed in the State of Iowa and report content shall be formatted per CITY requirements.

6. If the OWNER fails to maintain the above mentioned private storm water management according to the terms set forth herein, the CITY shall have the right to access said facilities and perform necessary maintenance as determined by the CITY. The OWNER further agrees the CITY may assess all costs incurred by the CITY for said maintenance activities to the above described property. By signing this agreement the OWNER hereby grants to the CITY a temporary easement on the above described property to accomplish the maintenance activities noted herein.
7. This agreement may not be revised, modified, or released unless approved by the CITY.

8. OWNER shall pay to the CITY the cost to record this agreement and approval resolution at the Linn County Recorder’s Office.

9. This agreement shall be binding in perpetuity upon the OWNER, their successors, and assigns and the sale by the OWNER of all or any part of said property described above shall transfer the obligations of the OWNER to the successor in interest.

Dated: _____________________________, Year

OWNER

________________________________________________________
Owner’s representative and title

STATE OF IOWA, LINN COUNTY

This instrument was acknowledged before me on this ________ day of __________________, Year by Owner’s representative.

__________________________
Notary Public in and for the State of Iowa