



## Owner Acknowledgement Agreement Stormwater Best Management Practice(s)

Zionsville Street and Stormwater Department  
1075 Parkway Drive ■ Zionsville, IN 46077  
Phone: (317) 873-4544 ■ Fax: (317) 733-2275

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Owner Name) of \_\_\_\_\_ (Company Name) with principal offices located at \_\_\_\_\_, hereinafter "Owner".

In accordance with Zionsville Municipal Code Chapter 12, the Owner agrees to install and maintain stormwater Best Management Practice(s) ("BMP(s)") on the subject property described in Exhibit A ("Property"). The Owner further agrees to the terms stated in this document to ensure that the stormwater BMP(s) continues serving the intended function in perpetuity. This Agreement shall include the following exhibit:

**Exhibit A:** BMP Operation and Maintenance Manual ("Manual").

**Note:** This Agreement and all Exhibits shall be recorded with the deed for the Property by the Owner at the Boone County Recorder's Office and two (2) copies of the recorded document provided to the Town of Zionsville ("Town").

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions, and restrictions:

1. The Owner shall be solely responsible for the installation, maintenance and repair of the stormwater BMP(s), drainage easements and associated landscaping identified in the Manual.
2. No alterations or changes to the stormwater BMP(s) identified in the Manual shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Town.
3. The Owner should retain the services of a qualified individual or company to operate and ensure the proper maintenance of the stormwater BMP(s) identified in the Manual.
4. The Owner shall annually, by December 30th, provide to the Town records of inspections, maintenance, and repair of the stormwater BMP(s) in accordance with the Manual.
5. The Town or its designee is authorized to access the Property as necessary to conduct inspections of the stormwater BMP(s) or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in the Manual. Upon written notification by the Town or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable timeframe as determined by the Town.
6. If the Owner fails to properly maintain the BMP(s) in accordance with the Manual and this Agreement, the Town is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the BMP(s) and prevent it from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the Town, no notice shall be required prior to the Town performing emergency maintenance or repairs. The Town may levy the costs and expenses of such inspections, maintenance or repairs plus a ten percent (10%) administrative fee against the Owner. The Town at the time of entering upon said BMP(s) for the purpose of maintenance or repair may file a notice of lien in the office of the Register of Deeds of Boone County

upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the Town may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

7. The Owner hereby conveys to the Town an easement over, on and in the Property or otherwise grants perpetual access rights for the purpose of access to the stormwater BMP(s) for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the BMP(s).
8. The Owner agrees that this Agreement shall be recorded and that the Property shall be subject to the covenants and obligations contained herein, and this agreement shall bind all current and future owners of the property.
9. The Owner agrees in the event that the Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the stormwater BMP(s). The information shall accompany the first deed transfer and include this Agreement and all Exhibits. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.
10. The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.
11. The party whose signature appears below as Owner hereby represents and warrants that they have the authority and capacity to sign this Agreement.
12. The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold the Town harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the BMP(s) referred to in Exhibit A which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the Town in connection with such Claims or the enforcement of this Agreement.

IN WITNESS WHEREOF, the Owner has executed this Agreement on the day and year first above written.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

STATE OF INDIANA        )  
                                  )  
COUNTY OF BOONE        )        SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ Owner subscribed and sworn before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Commission Expiration Date

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

WHEN RECORDED RETURN FILE STAMPED COPY TO:

Town of Zionsville  
1100 W. Oak Street  
Zionsville, IN 46077

.....

Accepted by the Town of Zionsville:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_