

## STORMWATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

This Stormwater Management and Maintenance Agreement is made and entered into this \_\_\_ day of September, 2022, by and between DXD SS F1 Land, LLC, having an address of 101 Merritt Seven 3<sup>rd</sup> Floor, Norwalk, Connecticut 06851 (hereinafter called the "Landowner"), and the Town of Bristol, a Rhode Island municipal corporation having an address of 10 Court Street, Bristol, Rhode Island 02809 (hereinafter called the "Town").

### WITNESSETH

WHEREAS, Landowner is the owner of certain real property described as Tax Map 41, Lot 40, as recorded by deed in the land evidence records of Bristol (hereinafter called the "Property");

WHEREAS, Landowner is proceeding to build on and develop the Property;

WHEREAS, the Site Plan known as \_\_\_\_\_, hereinafter called the "Plan", which is expressly made a part hereof, as approved by the Town, provides for detention and treatment of stormwater within the confines of the Property;

WHEREAS, the Town and the Landowner agree that the health, safety, and welfare of the residents of Bristol require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the Town requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner and its successors and assigns.

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

1. The on-site stormwater management facilities (the "Facilities") shall be constructed by the Landowner and its successors and assigns in accordance with the plans and specifications identified in the Plan.
2. The Landowner, their heirs, executors, administrators and assigns, shall adequately maintain the facilities in accordance with the required Operation and Maintenance Plan, a copy of which is attached hereto as Exhibit "A" and made a part hereof. This includes all pipes, channels or other conveyances built to convey storm water to the Facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of stormwater. Adequate maintenance is herein defined as maintaining the Facilities in good working condition so that they continue to operate as originally designed and approved. The Stormwater Best Management Practices Operation Maintenance and Management Checklists attached to the Operation and Maintenance Plan are to be used to establish what good working condition is acceptable to the Town.

3. The inspection and maintenance of the Facilities shall be the obligation of the Landowner and its successors and assigns, and the Town shall not be obligated or liable in any way for the maintenance of said Facilities. In the event that Landowner fails to maintain the facilities as aforesaid, the Town, at its option, may enter upon the premises and perform such maintenance of the Facilities as it deems necessary and in accordance with the requirements of the Operation and Maintenance Plan and thereafter charge the Landowner for the cost of such maintenance. In such event, Landowner shall reimburse the Town upon demand, within (30) days of receipt thereof for all actual costs incurred by the Town hereunder. The recording of a notice of any such charge with a copy of the charge in the Bristol Land Evidence Records shall constitute a lien against the Property until such charge is paid in full. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the land of Landowner. It is expressly understood and agreed that the Town is under no obligation to routinely maintain or repair said Facilities and in no event shall this agreement be construed to impose any such obligation on the Town.
  
4. Landowner and its its successors and assigns hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the storm water management facilities whenever the Town deems reasonably necessary. The purpose of inspection is to follow up on reported deficiencies and/or to respond to citizen complaints. The Town shall provide Landowner with copies of the inspection findings and a directive to commence with the repairs, if applicable.
  
5. This Agreement imposes no liability of any kind whatsoever on the Town and the Landowner agrees to hold the Town harmless from any liability in the event the storm water management facilities fail to operate properly.
  
6. This Agreement shall be recorded among the land evidence records of the Town of Bristol and shall constitute a covenant running with the land, and shall be binding on Landowner and its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF BRISTOL

DXD SS F1 Land, LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_