

**MAINTENANCE ASSURANCE
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: _____
Project Address: _____
Owner(s): _____
Owner Address: _____
City: _____ **State:** _____ **Zip Code:** _____

In accordance with Section 112-157 of the Jonesboro Municipal Code, this assurance is made to the City of Jonesboro, an Arkansas Municipal Corporation, hereinafter called the City on ___ day of _____, 20___, by _____, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat or easement (the "Plat" or "Easement") for _____ as recorded in the records of Craighead County, Arkansas.

WHEREAS, the Developer, its successors and assigns, including any property owners' association or homeowners' association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any property owners' association or homeowners' association in perpetuity.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

NOW, THEREFORE, in consideration of the foregoing premises, the, the Developer agrees as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any property owners' association or homeowners' association, shall adequately maintain the on-site stormwater runoff management facilities in perpetuity.
3. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of

