Project Title:_____

Tax Map-Group-Parcel_____

Agreement

This agreement is entered into in accordance with the provisions of the City of Cleveland's Stormwater Management Program codified as Sections 18-301 through 18-314 of the City of Cleveland's Municipal Code.

The undersigned_____is the Developer of a Tract of land as shown and described on the attached Exhibit A. The property shall be referred to herein as "the Property."

Developer agrees that this agreement shall be and is binding upon the undersigned developer, his or her heirs, assigns and successors in interest. Developer, his or her heirs, assigns and successors in interest are collectively referred to herein as "Developer".

As Built Drawings. In compliance with Section 18-307 of the Cleveland Municipal Code, Developer agrees to provide as built drawings of the stormwater infrastructure associated with the proposed development on the Property. Developer understands and agrees that Developer is responsible to provide a cost estimate for the cost of these as built drawings. This cost estimate must be provided at the time this agreement is executed. Developer will not be able to obtain a land disturbance permit until this cost estimate has been provided to the City. Developer understands and agrees that this written estimate must bear the seal of a licensed Tennessee Civil Engineer or the seal of a licensed Tennessee surveyor.

The as built drawings shall be provided to the City of Cleveland by Developer upon completion of post construction site stabilization as defined in Section 18-307 of the Cleveland Municipal Code. If Developer fails to provide the as built drawings to the City within 30 days after completion of post construction site stabilization as defined in Section 18-307 of the Cleveland Municipal Code, then Developer is in default under this agreement. The City will notify the Developer of this Default and give Developer 30 days to cure the Default. If the Default is not cured within 30 days after notice to the Developer, then the City will have the right to hire a licensed Tennessee Surveyor to provide the as built drawings to the City. If the City is forced to hire a surveyor to provide the as built drawings due to the Developer's default, Developer will be obligated to pay the City an amount equal to twice the City's cost in obtaining the as built drawings. In addition, the Developer will be responsible for the City's attorneys fees and litigation expenses should the City be required to hire an attorney to enforce the City's rights under this agreement.

Post Construction Site Stabilization. In compliance with Section 18-307 of the Cleveland Municipal Code, the Developer further agrees to complete post construction site stabilization on the Property. If the Developer fails to comply with this provision, the Developer will be subject to enforcement action under Section 18-311 of the Cleveland Municipal Code.

Post Construction Landscape Plan. If applicable, Developer further agrees to provide a post construction landscape plan in accordance with the provisions of Section 18-308 of the Cleveland Municipal Code. If the Developer fails to comply with this provision, the Developer will be subject to enforcement action under Section 18-311 of the Cleveland Municipal Code.

The undersigned understands and agrees that this Agreement and ultimately the overall Application for a Land Disturbance permit shall be subject to the acceptance, amendment and/or rejection by the City Engineer.

Dated this_____day of_____, 20___.

DEVELOPER

By: _____

Title:_____

STATE OF _____)
COUNTY OF_____)

Before me personally appeared_____, to me known to be the person(s) described herein (or proved to me on the basis of satisfactory evidence) and who executed the foregoing instrument, and acknowledge the execution of the same as his/ her free act and deed.

WITNESSED by me this_____day of_____, 20___.

_____
NOTARY PUBLIC

My commission expires:_____.