

Ascend at Center Ridge Subdivision

Agreement for inspection & maintenance of stormwater drainage systems and best management practices

THIS AGREEMENT, MADE THIS ____ DAY OF ____ 20 ____ BY AND BETWEEN ASCEND AT CENTER RIDGE LLC, ("THE OWNER"), ASCEND AT CENTER RIDGE SUBDIVISION HOMEOWNER'S ASSOCIATION, INC. ("THE ASSOCIATION") AND THE CITY OF WESTLAKE, A POLITICAL SUBDIVISION OF THE STATE OF OHIO, RECITES AND PROVIDES AS FOLLOWS:

WHEREAS, _____, IS THE CURRENT OWNER OF CERTAIN REAL ESTATE SHOWN AS TAX MAP NO. P.P.N. 217-26-003, SITUATED IN THE CITY OF WESTLAKE, CUYAHOGA COUNTY, OHIO, KNOWN AS ASCEND AT CENTER RIDGE SUBDIVISION, WHICH IS TO BE DEVELOPED AS ASCEND AT CENTER RIDGE SUBDIVISION; AND WHEREAS, THE OWNER IS PROVIDING A STORM WATER DRAINAGE SYSTEM WITH A BEST MANAGEMENT PRACTICE (BMP) CONSISTING OF AN ABOVE GROUND DETENTION SYSTEM(S) AND OUTLET CONTROL STRUCTURES (HEREIN REFERRED TO AS THE "FACILITY") LOCATED ON PORTIONS OF SUBLOT 4 & 5 OF THE SUBDIVISION AS SHOWN AND DESCRIBED ON THE PLANS ENTITLED IMPROVEMENT PLANS FOR ASCEND AT CENTER RIDGE SUBDIVISION OR AS SHOWN ON ANY SUBSEQUENT REVISION APPROVED BY THE CITY OF WESTLAKE, A COPY OF WHICH IS INCORPORATED BY REFERENCE; AND WHEREAS, THE OWNER IS THE CURRENT TITLE OWNER TO THE PARCEL IN WHICH THE FACILITY EXISTS AND WILL BE TRANSFERRING SUCH PARCELS TO SUBSEQUENT OWNERS, AND THE ESTATES 8 HOMEOWNERS' ASSOCIATION, INC. (ASSOCIATION) WILL MAINTAIN THE FACILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ASSOCIATION WILL NOT HOLD TITLE TO ANY PARCELS IN THE SUBDIVISION, WHEREAS, TO COMPLY WITH THE RULES AND REGULATIONS OF CHAPTER 1111 - STORM DRAINAGE OF THE CITY OF WESTLAKE PERTAINING TO THIS PROJECT, ASCEND AT CENTER RIDGE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC. HAS AGREED TO MAINTAIN THE FACILITY IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREINAFTER SET FORTH.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKING OF THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MAINTENANCE OF THE "FACILITY"
THE ASSOCIATION AGREES THAT IT SHALL MAINTAIN THE FACILITY IN A MANNER WHICH WILL PERMIT THE FACILITY TO PERFORM THE PURPOSES FOR WHICH IT WAS DESIGNED AND CONSTRUCTED, AND IN ACCORDANCE WITH THE STANDARDS BY WHICH IT WAS DESIGNED AND CONSTRUCTED, ALL AS SHOWN AND DESCRIBED ON THE PLANS REFERENCED ABOVE. MAINTENANCE OF THE FACILITY SHALL RUN WITH THE LAND AND SHALL INURE TO THE BENEFIT OF AND SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ALL SUBSEQUENT OWNERS OF THE PROPERTY. THIS INCLUDES ALL PIPES, AND CHANNELS BUILT TO CONVEY STORMWATER TO THE FACILITY, AS WELL AS STRUCTURES, IMPROVEMENTS, AND VEGETATION PROVIDED TO CONTROL THE QUANTITY AND QUALITY OF THE STORMWATER. SPECIFICALLY, HOWEVER, THE ASSOCIATION AGREES THAT IT SHALL, IN ACCORDANCE WITH APPROVED MAINTENANCE PLAN FOR SUCH FACILITY AS DESCRIBED IN ITEM 7 OF THIS AGREEMENT.
 - A. PERFORM ANY MAINTENANCE OR REPAIRS REQUESTED IN WRITING BY THE CITY WITHIN TEN (10) DAYS OF SUCH REQUEST OR SUCH LONGER TIME IF SPECIFIED BY THE CITY OF WESTLAKE ENGINEER,
 - B. MAINTAIN, UPDATE AND STORE THE MAINTENANCE RECORDS FOR THE FACILITY;
 - C. MAINTAIN AND MAKE ALL NECESSARY REPAIRS TO THE FACILITY LOCATED ON THE PROPERTY TO ENSURE ITS ORIGINAL DESIGNED FUNCTION.
2. FINAL INSPECTION REPORTS
THE OWNER AGREES THAT IT WILL HAVE THE DESIGN ENGINEER CERTIFY IN WRITING TO THE CITY OF WESTLAKE THAT AS-BUILTS OF FINAL IMPROVEMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
3. INSPECTION FOR PREVENTATIVE MAINTENANCE
THE ASSOCIATION MUST COMPLETE AN ANNUAL INSPECTION OF EACH BMP AND SUBMIT A CORRESPONDING ANNUAL WRITTEN REPORT TO THE WESTLAKE CITY ENGINEER BY MAY 1ST OF EACH YEAR. AT A MINIMUM, THIS REPORT SHALL INCLUDE THE FOLLOWING ITEMS:
 - A. THE DATE OF INSPECTION
 - B. VICINITY SKETCH SHOWING GENERAL AREA WHERE THE BEST MANAGEMENT PRACTICES) IS/ARE LOCATED
 - C. A SUMMARY OF ALL MAINTENANCE ACTIVITIES THAT HAVE TAKEN PLACE SINCE THE PREVIOUS YEAR'S ANNUAL INSPECTION
 - D. CURRENT PHOTOS OF AND A DESCRIPTION OF THE CONDITION OF DESIGN FEATURES SPECIFIC TO EACH BMP (REFER TO THE APPROVED MAINTENANCE PLAN FOR EACH BMP).

- E. INDICATION OF ANY DEVIATIONS FROM THE ORIGINAL APPROVED PLAN FOR THE BMP
 - F. IDENTIFICATION OF ANY IMPROVEMENTS NECESSARY TO RESTORE ORIGINAL DESIGN FUNCTION
 - G. MAINTENANCE ACTIVITIES THAT WILL BE UNDERTAKEN IN THE NEXT YEAR
 - H. ANY OTHER ITEMS REQUESTED BY THE CITY ENGINEER
 - I. IDENTIFICATION AND CONTACT INFORMATION OF THE ENTITY RESPONSIBLE FOR MAINTENANCE OF THE BMP
 - J. IDENTIFICATION, AND CONTACT INFORMATION WITH ORIGINAL SIGNATURE AND DATE OF THE PERSON RESPONSIBLE FOR PREPARING THE ANNUAL REPORT.
 - K. THE ASSOCIATION AND SUBSEQUENT OWNER(S) SHALL GRANT TO THE CITY OF WESTLAKE OR ITS AGENT OR CONTRACTOR THE RIGHT OF ENTRY AT REASONABLE TIMES AND IN A REASONABLE MANNER FOR THE PURPOSE OF INSPECTING, OPERATING, INSTALLING, CONSTRUCTION, RECONSTRUCTING, MAINTAINING OR REPAIRING THE FACILITY.
4. PROHIBITION OF ALTERATIONS
THE ASSOCIATION IS PROHIBITED FROM ALTERING THE DESIGN OF THE BMP(S) WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF WESTLAKE ENGINEER,
 5. RIGHTS OF THE CITY IN THE EVENT OF DEFAULT BY THE OWNER
IN THE EVENT OF ANY DEFAULT OR FAILURE BY THE ASSOCIATION IN THE PERFORMANCE OF ANY OF THE COVENANTS AND WARRANTIES PERTAINING TO THE MAINTENANCE OF THE FACILITY, OR SHALL FAIL TO MAINTAIN THE FACILITY IN ACCORDANCE WITH THE APPROVED DESIGN STANDARDS AND WITH THE LAW AND APPLICABLE EXECUTIVE REGULATION OR, IN THE EVENT OF AN EMERGENCY AS DETERMINED BY THE STATE OF OHIO, COUNTY OF CUYAHOGA, OR CITY OF WESTLAKE IN ITS SOLE DISCRETION, THE CITY OF WESTLAKE, AFTER PROVIDING REASONABLE NOTICE TO THE ASSOCIATION, MAY ENTER UPON THE PROPERTY AND TAKE WHATEVER STEPS NECESSARY TO CORRECT DEFICIENCIES IDENTIFIED IN THE INSPECTION REPORT AND TO CHARGE THE COST OF SUCH REPAIRS TO THE ASSOCIATION. THE ASSOCIATION SHALL REIMBURSE THE CITY OF WESTLAKE UPON DEMAND, WITHIN THIRTY (30) DAYS OF RECEIPT THEREOF FOR ALL ACTUAL COST INCURRED BY THE CITY OF WESTLAKE HEREUNDER. ALL COSTS THEREOF EXPENDED BY THE CITY OF WESTLAKE IN PERFORMING SUCH NECESSARY MAINTENANCE OR REPAIRS SHALL CONSTITUTE A LIEN AGAINST THE PROPERTIES OF THE OWNER DESCRIBED HEREUNDER, PROVIDED, HOWEVER, THAT SUCH LIEN SHALL NOT BECOME PERFECTED NOR ENCUMBER THE PROPERTIES OF THE OWNER UNTIL SUCH TIME AS A MEMORANDUM OF LIEN SETTING FORTH THE AMOUNT OF THE LIEN SHALL BE RECORDED IN THE CUYAHOGA COUNTY RECORDER'S OFFICE, OHIO, AND INDEXED IN THE GRANTOR'S INDEX IN THE NAME OF THE OWNER. ANY LOTS OR PROPERTY CONVEYED OF RECORD BY THE OWNER TO THIRD PARTIES PRIOR TO THE RECORDATION OF SAID MEMORANDUM OF LIEN AS AFORESAID SHALL PASS FREE AND CLEAR OF ANY SUCH LIEN, AND SUCH MEMORANDUM OF LIEN SHALL NOT BE CONSTRUED TO CREATE AN ENCUMBRANCE UPON TITLE OF ANY SUCH LOTS OR PROPERTY SO CONVEYED OF RECORD BY THE OWNER TO THIRD PARTIES. HOWEVER, NOTHING HEREIN SHALL OBLIGATE THE CITY OF WESTLAKE TO MAINTAIN THE FACILITY.
 6. RELEASE OF CITY
THE ASSOCIATION HEREBY RELEASES THE CITY OF WESTLAKE AND ITS EMPLOYEES, OFFICERS AND ASSIGNS FROM ALL DAMAGES, ACCIDENTS, CASUALTIES, OCCURRENCES, OR CLAIMS THAT MIGHT ARISE OR BE ASSERTED FROM THE CONSTRUCTION, PRESENCE, EXISTENCE, OR MAINTENANCE OF THE FACILITY, IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.
 - (A) THE PARTIES HERETO EXPRESSLY DO NOT INTEND BY EXECUTION OF THIS AGREEMENT TO CREATE IN THE PUBLIC, OR ANY MEMBER THEREOF, ANY RIGHTS AS A THIRD PARTY BENEFICIARY OR TO AUTHORIZE ANYONE NOT A PARTY HEREOF TO MAINTAIN A SUIT FOR ANY DAMAGES PURSUANT TO THE TERMS OF THIS AGREEMENT.
 - (B) THIS AGREEMENT SHALL BE A COVENANT WHICH RUNS WITH THE LAND AND SHALL INURE TO THE BENEFIT OF AND SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ALL SUBSEQUENT OWNERS OF THE PROPERTY.
 - (C) THE CURRENT OWNER HEREBY NOTIFIES THE CITY OF WESTLAKE THAT THE OWNER LEGALLY TRANSFERRED THE OWNERS RESPONSIBILITIES FOR THE FACILITY.
 - (D) UPON EXECUTION OF THIS AGREEMENT, IT SHALL BE RECORDED IN THE CUYAHOGA COUNTY RECORDER'S OFFICE, OHIO, AT THE OWNER'S EXPENSE.
 - (E) IN THE EVENT THAT THE CITY OF WESTLAKE SHALL DETERMINE AT ITS SOLE DISCRETION AT FUTURE TIME THAT THE FACILITY IS NO LONGER REQUIRED, THEN THE CITY OF WESTLAKE SHALL AT THE REQUEST OF THE OWNER EXECUTE A RELEASE OF THE AGREEMENT WHICH THE OWNER SHALL RECORD AT ITS EXPENSE.



STORM WATER INSPECTION & MAINTENANCE AGREEMENT
THE LANDS DELINEATED ON SHEET 3 ARE SUBJECT TO AN "AGREEMENT FOR INSPECTION AND MAINTENANCE OF STORMWATER DRAINAGE SYSTEMS & BEST MANAGEMENT PRACTICES" REQUIRED BY THE CITY OF WESTLAKE

THE CITY OF WESTLAKE
BY AUTHORIZATION OF THE PLAT BY THE CITY OF WESTLAKE ON SHEET 1, THE CITY AGREES TO THE CONDITIONS OF THIS AGREEMENT.

7. MAINTENANCE PLAN FOR FACILITY
 - (A) TO BE COMPLETED AFTER ANY SIGNIFICANT RAIN EVENT.
 - (1) REMOVE DEBRIS FROM STORM WATER MANAGEMENT (SWM) BASINS.
 - (2) REMOVE OBSTRUCTIONS IN SWM BASIN OUTLET STRUCTURE ORIFICES/OUTLETS/SPILLWAYS & UPSTREAM CATCH BASINS/SWALES.
 - (B) TO BE COMPLETED MONTHLY.
 - (1) REMOVE DEBRIS FROM SWM BASINS.
 - (2) MOW EMBANKMENTS & REMOVE WOODY VEGETATION ON EMBANKMENTS.
 - (3) REMOVE TRASH AND/OR ACCUMULATED SEDIMENT IN SWM BASIN.
 - (4) REMOVE OBSTRUCTIONS IN OUTLET STRUCTURE ORIFICES/OUTLETS & UPSTREAM CATCH BASINS & SWALES.
 - (C) TO BE COMPLETED ANNUALLY.
 - (1) INSPECT & REPAIR EROSION TO OUTFALL OR SPILLWAY AS NEEDED. REPLENISH RIP-RAP AS NECESSARY.
 - (2) INSPECT & REPAIR AND/OR REPLACE DAMAGED STRUCTURES, SUCH AS CATCH BASINS, PIPES, AND HEADWALLS AS NEEDED.
 - (3) INSPECT & REPAIR ANIMAL BURROWS AND/OR OTHER LEAKS IN THE DAM STRUCTURES AS NEEDED.
 - (4) INSPECT & REMOVE DEBRIS FROM SWM BASIN OUTLET STRUCTURE ORIFICES/OUTLETS/SPILLWAYS.
 - (6) INSPECT AND REMOVE INVASIVE PLANTS.
 - (7) INSPECT & REMOVE SEDIMENT ACCUMULATIONS IN POND.

IN WITNESS WHERE OF, THE OWNER, ASSOCIATION AND CITY HAVE CAUSED THIS AGREEMENT TO BE SIGNED IN IT NAMES BY A DULY AUTHORIZED PERSON.

ASCEND AT CENTER RIDGE LLC

BY: _____
GEORGE DAVIS III - MANAGING MEMBER

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, THAT ON THE ____ DAY OF _____, 20____, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY CAME THE ABOVE NAMED GEORGE DAVIS III OF ASCEND AT CENTER RIDGE LLC, WHO ACKNOWLEDGED BEING AN AUTHORIZED REPRESENTATIVE OF GD3 VENTURES/PROBUILT HOMES , AND WHO SIGNED OR ACKNOWLEDGED THE SIGNING OF THE FORGOING INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID ASCEND AT CENTER RIDGE LLC.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL.

NOTARY _____ MY COMMISSION EXPIRES _____

ASCEND AT CENTER RIDGESUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

BY: _____
GEORGE DAVIS III, MANAGING MEMBER

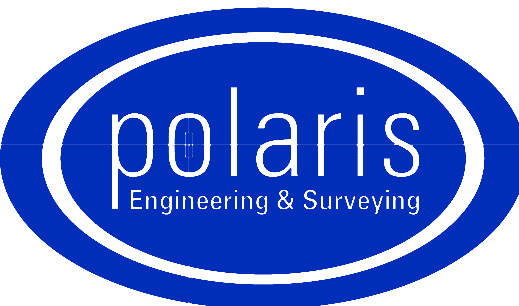
STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL.

NOTARY _____ MY COMMISSION EXPIRES _____

DATE: 08/11/26
FOLDER: Survey Base
DWG: Subd. Plat (LDD)
TAB: 01 - Plat of Survey



**POLARIS ENGINEERING
and SURVEYING, INC.**
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www.polaris-es.com

CONTRACT No.
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