

**DRAINAGE MAINTENANCE AGREEMENT**

In consideration of Approval to \_\_\_\_\_ granted by the Planning Board of the City of Rochester to a plan entitled \_\_\_\_\_ situated on \_\_\_\_\_ approved \_\_\_\_\_ and pursuant to a condition thereof, \_\_\_\_\_ with a place of business currently at \_\_\_\_\_, the Owner(s) of the subject premises, does hereby agree, for themselves, their successors and Assigns (the "Owners") as follows:

That they will, at their own cost and expense and at times in perpetuity, maintain in good repair and in proper working order the surface water drainage system as shown on said plan; including but not limited to the detention basin or catch basins and the outlet or outlets therefrom, and removal of snow if the amount block drainage and parking, for the benefit of the said City of Rochester, all persons in lawful possession of said premises and abutters thereto; further that the said City of Rochester, said person in lawful possession and said abutters, or any of them may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Rochester may, by its authorized agents or representatives, enter upon said premises or any of said surface water drainage system in the event of any failure or neglect thereof for purposes of repair, the cost and expense thereof to be reimbursed in full to the said City of Rochester by the Owner upon demand.

This Agreement shall not confer upon the City of Rochester or any other person the right to utilize said surface water drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said surface water drainage system for any reason whatsoever.

The Agreement shall bind the undersigned only so long as they retain any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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