

STORMWATER MANAGEMENT EASEMENT (S.W.M.E.) PROVISIONS

The owner, as described in the Owner's Certificate, and its successors and assigns (the "Owner"), of the lands as prescribed by this plat does hereby agree to install, construct, reconstruct, replace, enlarge, repair, operate and provide long term maintenance (the "Maintenance Obligations") for all stormwater management facilities and areas, described herein and hereon identified as "Stormwater Management Easement" or "S.W.M.E.," within the platted land, including but not limited to detention ponds, wetlands, flood plains, special management areas, storm sewers, drainage ditches and swales, as well as plantings and best management practices deemed appropriate by the City for particular situations and as outlined in the stormwater report and in accordance with the City of Batavia's ordinances and the final engineering plans approved by the City of Batavia. No change to the grade, topography or stormwater management structures within the Stormwater Management Easement areas shall be made without the prior written approval of the City of Batavia.

The Owner does hereby reserve for and grant to the City of Batavia, an Illinois Municipal corporation, a perpetual easement to enter upon the premises and the Stormwater Management Easement areas with such equipment and personnel as may be deemed necessary for the purposes of performing the appropriate Maintenance Obligations should the Owner fail to provide or perform such Maintenance Obligations. The City shall have the right, but not the obligation, to enter the premises with such equipment and personnel at any time for the purposes of access to and inspection of the stormwater management facilities located within said Stormwater Management Easement areas. If the Owner fails to perform its Maintenance Obligations with respect to said facilities, and after thirty (30) days of receipt of written notice from the City of said failure the Owner fails to make the required repairs, the City has the right, but not the obligation, to make the required repairs and to seek reimbursement (with an additional 10% of said cost for administration) from the Owner, and/or to file a lien within ninety (90) days of completion of the work against all property described by the plat which maybe foreclosed by any action brought by our on behalf of the City) on the property for the costs incurred by the City in connection with performing the repairs or maintenance. In an emergency situation, the City is not required to provide notice to the Owner prior to making the required repairs or performing the necessary maintenance. To the extent that the Stormwater Easement Area is improved with best practices plantings or stormwater control facilities that require ongoing maintenance and inspection, and to the extent that the City must retain outside consultants for such inspection and/or maintenance, the owner of the underlying property shall be responsible to reimburse the City for the cost plus a ten percent (10%) administrative fee.

No obstruction or structure shall be erected or located, nor shall any trees be planted, over Stormwater Management Easement easement areas, nor shall any other activities be undertaken that unreasonably interfere with the City's *intended use thereof (affect the storage / free-flow of SW)*, but the same may be used for landscaping, fencing, parking or other purposes if approved in writing by the City of Batavia and if such use does not then or later interfere with the aforementioned purposes.

The granted easement rights to the City shall provide the right to the City to remove any fences, buildings or structures, and to cut down, trim or remove any trees, shrubs, bushes, roots or other plantings that interfere with the operation or access to such stormwater

management facilities in, on, upon, across, under or through any drainage easement, outlot or Stormwater Management Easement shown within this plat and to inspect the easement periodically. The City shall not be responsible for the replacement or repair of any such buildings, structures, improvements, turf, fences, trees, gardens, shrubs or landscaping removed or damaged during the exercise of the herein given rights. Replacement and/or repair of said items shall be the responsibility of the then property owner.