

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between (Full Name of Owner) _____ hereinafter called the "Landowner", and the City of Albany, a Georgia Municipal Corporation, hereinafter called the "City".

WITNESSETH,

WHEREAS, the Landowner is the owner of certain real property described as (Street Address) _____ (Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of Dougherty County, Georgia, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the real property;

WHEREAS, the Site Plan/Subdivision Plan known as _____,

(Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Albany, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility annually and shall keep records of the inspection. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities as the City deems appropriate. If the City determines that repairs are required, the City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs.

5. In the event the Landowner, its successors and assigns, fail to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the City, pursuant to this Agreement, performs the work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof all costs and expenses incurred by the City hereunder.

8. Landowner, as well as its successors and assigns, agrees to indemnify and hold harmless City, its agents, officers and employees (individually and collectively), their successors and assigns, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to property, arising out of or in any way connected with the Landowner's activity at the stormwater management facility.

9. Landowner shall defend against such claims and pay all expenses of such defense, including reasonable attorney fees and all judgments based thereon. This indemnity extends to any alleged negligence of Landowner in the design or operation of stormwater management facility. This indemnity does not extend to any damage, injury or loss due to the sole negligence or willful injury of City.

10. This Agreement shall be recorded among the land records of Dougherty County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and other successors in interests, including any homeowners association.

WITNESS the following signatures and seals pursuant to proper authority.

Signed, sealed, and delivered this _____ day of _____, 20____, in the presence of:

WITNESS

NOTARY PUBLIC
My commission expires: _____

THE CITY OF ALBANY, GEORGIA

By: _____

Title: _____ City Manager

(Affix Corporate Seal)

Signed, sealed, and delivered this _____ day of _____, 20____, in the presence of:

WITNESS

NOTARY PUBLIC
My commission expires: _____

Owner/Company/Corporation/Partnership Name

By: _____

Title: _____

(Affix Corporate Seal)