

Stormwater Facility Maintenance Agreement

The following is a list of items that must be completed and submitted to the City of Newnan Engineering Department with the Stormwater Facility Maintenance Agreement Form:

1. Owner Signature (Original)
2. Notary Public signature and stamp (Original)
3. Witness Signature (Original)
4. Filing Fee of \$10 for first page and \$2 for each additional page. Payment must be cash, money order or a business check (No Personal Checks) payable to:
Coweta County Superior Court Clerk
5. Attached Exhibit "A" which includes (All shall be on 8 ½ x 11):
 - Maintenance Activities & Schedule
 - Inspection Checklist
 - Pond Certification Letter from Georgia Licensed Professional Engineer
 - Pond As-Built Plat with 10' Maintenance Easement and a 20' Access Easement with Legal Description to describe said Easements. Plat shall have existing contours, walls, emergency spillway, 100 year ponding elevation, and structures with elevations. Plat and Legal Description shall be stamped by Georgia Licensed Professional Engineer.

Once all items are submitted to the City of Newnan Engineering Department, we will acquire the City Signature, City Attorney Signature and the additional Notary Public and Witness Signature. If you have any questions, please contact the City of Newnan Engineering Department.

Engineering Department
City of Newnan
25 LaGrange Street
Newnan, GA 30263
Phone 770-253-8433 ext 231
Fax 770-254-2361

After recording please return to:

City of Newnan
25 Lagrange Street
Newnan, GA 30263

**STATE OF GEORGIA
CITY OF NEWNAN**

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT made an entered in this ___ day of _____, 2010, by and between _____ hereinafter called the "Landowner", and the City of Newnan, hereinafter called the "City".

WITNESSETH,

WHEREAS, the Landowner is the owner of certain real property described on Exhibit "A" attached hereto and by reference made a part hereof as recorded in the records of Coweta County, Georgia, Deed Book(s) _____ Page(s) _____, hereinafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision Plan known as _____ hereinafter called the "Plan", which is attached hereto as Exhibit "B" and 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 Newnan, 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. The stormwater Structural Control maintenance Checklists are to be used to establish what good working condition is acceptable to the City.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. 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 grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails 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. Landowner shall complete all necessary repairs and maintenance within ten (10) days following notice from the City of a deficiency in the stormwater management facilities. Failure to comply with the notice from the City shall subject Landowner to citation to appear in municipal court for failure to comply, and upon conviction, punishment in accordance with Section 1-14 of the City's Code of Ordinances.

8. In the event the City, pursuant to this Agreement, performs 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 for all actual costs incurred by the City hereunder. Such costs shall constitute a lien upon the Landowner's property in the same manner as ad valorem taxes.

9. This Agreement imposes no liability of any kind whatsoever on the City of Newnan and the Landowner agrees to hold the City of Newnan harmless from any liability in the event the stormwater management facilities fail to operate properly.

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

WITNESS the following signatures and seals:

Witness

Notary Public
My Commission Expires:_____

By:_____

(Type Name and Title)

CITY OF NEWNAN
By:_____(SEAL)

Title

Witness

Notary Public
My Commission Expires:_____

Approved as to Form:

City Attorney

Date