

After recording please return to:

City of Newnan
25 Lagrange Street
Newnan, GA 30263

CROSS REFERENCE TO:

STATE OF GEORGIA
CITY OF NEWNAN

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT made an entered in this _____ day of _____,
20____, by and between _____, and
_____, 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 deed records of
Coweta County, Georgia, Deed Book _____ Page(s) _____ and Plat Book
_____ 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 for the development known as
_____, depicting the detention facilities, required easements therefore
and the maintenance schedules, 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 grant 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 actual 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 Plan, the schedule will be followed.

7. Landowner shall complete all necessary repairs and maintenance within thirty (30) days following notice from the City of a deficiency in the stormwater management facilities (except that in the event the deficiency constitutes an immediate danger to public health or public

safety, 24 hours notice shall be sufficient). In the event Landowner fails to correct the deficiency as provided, the City may correct the deficiency as set out in Section 5 hereinabove. Further 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 deed 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: _____
Name: _____ Title: _____

CITY OF NEWNAN

Witness

By: _____ (SEAL)
_____ Title

Notary Public
My Commission Expires: _____

APPROVED AS TO FORM:

City Attorney

Date