

CITY OF HINESVILLE STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this day of _____, 20__, by and between _____ (hereinafter called the "Landowner") as party of the first part, and the City of Hinesville, Georgia, a political subdivision of the STATE OF GEORGIA, (hereinafter called the "City") of the second part;

WITNESSETH

WHEREAS, the Landowner is the owner of that certain real property lying and being in the _____ and being more particularly described by deed as recorded in the land records of Liberty County, Georgia, _____, hereinafter called the "Property", and

WHEREAS, the Landowner is proceeding to build on and develop the property; and has submitted the Site Plan/Subdivision Plan known as _____ hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of storm water 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 Hinesville, Georgia, require that on-site storm water management facilities be (or has been) constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water 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 storm water management facilities, hereinafter called the "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, shall at all times adequately maintain the Facilities. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey storm water to and from the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions. The Storm water Structural Control Maintenance Checklist described in the approved maintenance plan attached, herewith as Attachment A, is to be used to establish the good working condition that is acceptable to the City. In the event that maintenance plan has not been filed for the site, the City's Storm water Structural Control Maintenance Checklist will be used to establish what good working condition is acceptable to the City. The maintenance standards as described in the current edition of Georgia's Storm water Manual and/or the current edition of the Coastal Storm water Supplement will be used as guidelines for maintenance definition(s).
3. The Landowner, its successors and assigns, shall inspect the Facility annually in accordance with the approved maintenance plan. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities including, but not limited to, embankments,

berms, inlet and outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report and forwarded to the City of Hinesville or its designee. Contact information for both the Landowner and the City is included after the signature block of this agreement.

4. The Landowner, its successors and assigns, hereby grants to the City, its authorized agents and employees, a nonexclusive perpetual easement of ingress and egress over, across, under and through the Property for the purpose of inspecting the Facilities. Said facilities shall be inspected by the City on an annual basis. The purpose of such inspections is for compliance, 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 any 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 Facilities in good working condition acceptable to the City and after notice by the City in accordance with current code of ordinance's Chapter 6, Drainage, Soil Erosion, Sedimentation and Pollution Control, Article II ("Code"), the City may enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns, and may subject the Landowner, its successors and assigns, to the penalties as described in the Code. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, its successors and assigns, outside of the easement for the Storm water 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, shall perform all work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the storm water management facilities (including sediment removal) is outlined on the approved plans, the Landowner shall comply with such schedule.

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

8. The City is permitted to discharge storm water per the conditions set forth by its National Pollution Discharge Elimination System (NPDES) permit. This permit is subject to renewal every five years. If the City's new NPDES permit required upgrades to the existing facilities, the Landowner shall make such upgrades at the Landowner's cost. The current NPDES permit GAG610000 is on file at the Office of Liberty Consolidated Planning Commission.

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

10. This Agreement shall be recorded among the deed records of Liberty 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.

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed sealed and delivered:

By: Landowner Name(s)

Landowner's Signature

Print name and title

The foregoing Agreement was acknowledged before me this _____ day of _____, 20_,
by: _____

NOTARY PUBLIC

My Commission Expires: _____ (Seal)

COUNTY OF _____, GEORGIA

By: City of Hinesville

City's Signature

Print name and title

The foregoing Agreement was acknowledged before me this _____ day of _____, 20_,
by: _____

NOTARY PUBLIC

My Commission Expires: _____ (Seal)

COUNTY OF _____, GEORGIA

CONTACT INFORMATION:

LANDOWNER:

Business Name: _____

Address: _____

Telephone number and email: _____

Authorized Agent: _____

Telephone number and email: _____

FORWARD INSPECTION REPORTS TO:

Liberty Consolidated Planning Commission
100 Main Street, Suite 7520
Hinesville, GA, 31309
Attn: Engineering Department
912-408-2041 enadji@thelcpc.org