



CITY of POOLER
— GEORGIA —

**STORMWATER FACILITY/INFRASTRUCTURE
MAINTENANCE AGREEMENT**

THIS STORMWATER FACILITY/INFRASTRUCTURE MAINTENANCE AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 20____, by and between _____ hereinafter "Landowner," and the City of Pooler, Georgia, hereinafter "City" and Project Name _____.

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property described as Chatham County Parcel Identification Number(s) _____ as evidenced by recorded instrument in the real estate records of Chatham County, Georgia, in Book _____ Page _____, hereinafter "Property"; and

WHEREAS, this Agreement shall bind and be enforceable against all future owners of the Property including, but not limited to, the Landowner's successors, assigns, any homeowners or property owners association, commercial developer, titleholder of any portion of the property, or holder of a similar ownership interest in the Property, or a combination thereof, hereinafter "Future Landowner(s)"; and

WHEREAS, this Agreement is not intended to place a perpetual obligation on the Landowner if the Property is conveyed to another person or entity, but rather impart the obligations hereunder on the fee simple owner or owners of the Property at the time any obligation hereunder requires action, or enforcement of any obligation is necessary, which may be the Landowner, the Future Landowner(s), or a combination thereof; and

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

WHEREAS, the applicable development plan for the Property, which is expressly incorporated herein and 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 agree the health, safety, and welfare of the residents of the city of Pooler, Georgia, require on-site stormwater management facilities/infrastructure be constructed and adequately maintained on the Property; and

WHEREAS, the City requires on-site stormwater maintenance facilities/infrastructure, as included in any applicable development plan for the Property, be constructed and adequately maintained by the Landowner or Future Landowner(s), as applicable.

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 maintenance facilities/infrastructure shall be constructed by the Landowner or Future Landowner(s) in accordance with the plans and specifications in any applicable development plan approved by the City. No changes to the approved stormwater maintenance facilities/infrastructure are permitted without express prior approval by the City.
- 2) The Landowner or Future Landowner(s), as applicable, shall at all times adequately maintain the stormwater maintenance facilities/infrastructure. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey stormwater to and from the facilities/infrastructure, 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 stormwater facilities/infrastructure in good working condition, as acceptable to the City, to ensure performance in accordance with their design functions.
- 3) The Landowner or Future Landowner(s), as applicable, shall inspect the stormwater maintenance facilities/infrastructure at least annually. The purpose of the inspection is to assure safe and proper functioning of the stormwater maintenance facilities/infrastructure. The annual inspection shall cover all aspects of the stormwater maintenance facilities/infrastructure including, without limitation, berms, inlet and outlet structure(s), vegetation, infiltration media, pond area(s), access road(s), etc. Any deficiency(ies) shall be noted in a written annual inspection report, which shall be provided to the City with reasonable promptness upon completion.
- 4) The Landowner 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 inspection of the stormwater maintenance facilities/infrastructure. The City may enter upon the Property to inspect the stormwater maintenance facilities/infrastructure for any reason including without limitation to follow up on any reported deficiencies or in response to complaints concerning the Property. If the City identifies any deficiency(ies) through its inspection, the Landowner or Future Landowner(s), as applicable, shall be notified of the same.
- 5) In the event the Landowner or Future Landowner(s), as applicable, fail to maintain the stormwater maintenance facilities/infrastructure in good working condition as 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 or Future Landowner(s), as applicable. This provision shall not be construed to allow the City to erect any structure of permanent nature on the Property. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the stormwater maintenance facilities/infrastructure on the Property, and in no event shall this Agreement be deemed to impose any such obligation on the City.
- 6) The Landowner or Future Landowner(s), as applicable, shall perform all necessary work to keep the stormwater maintenance facilities/infrastructure in good working order. In the event a maintenance schedule for the stormwater maintenance facilities/infrastructure is outlined in any applicable development plan for the Property, such schedule shall be followed.
- 7) 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 or Future Landowner(s), as applicable, shall

reimburse the City, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

- 8) This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner or Future Landowner(s), as applicable, agree to hold the City harmless from any liability in the event the stormwater maintenance facilities/infrastructure fail to operate properly.
- 9) This agreement shall be recorded among the deed records of Chatham County, Georgia, and shall constitute a covenant running with the land and shall be binding on the Landowner or Future Landowner(s), as applicable.
- 10) This Agreement in no way supersedes or alters any applicable federal, state, or local law including without limitation the Code of Ordinances for the City of Pooler, Georgia. In the event this Agreement conflicts with any applicable federal, state, or local law, this Agreement shall be subordinate to any such applicable law(s).
- 11) The Landowner and City hereby agree and expressly consent the provisions herein represent the entire agreement between them. Any other documents and or negotiations are hereby expressly superseded by execution of this agreement unless expressly incorporated herein or attached as an Exhibit.
- 12) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one and the same instrument. Signatures via facsimile or scanned PDF signatures shall be deemed original signatures.
- 13) Should any provision of this Agreement be deemed unenforceable for any reason, the Landowner and City expressly agree such unenforceability shall not affect the remaining provisions of this Agreement. Any conflict arising under a provision deemed unenforceable shall be interpreted and applied according to the laws of the State of Georgia. The remaining unaffected provisions shall be controlled by the express wording therein.

[SPACE INTENTIONALLY LEFT BLANK]

[LANDOWNER AND CITY SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, the **Landowner** has hereunto set their hand and seals as of the day written.

Sworn to and subscribed before me this

_____ day of _____, 20_____

Notary Public Print

Notary Public Signature

Notary Public Commission Expiration

Seal:

Landowner

Landowner Print

Landowner Signature

Witness Print

Witness Signature

IN WITNESS HEREOF, the **City of Pooler**, Georgia has hereunto set their hand and seals as of the day written.

Sworn to and subscribed before me this

_____ day of _____, 20_____

Notary Public Print

Notary Public Signature

Notary Public Commission Expiration

Seal:

City of Pooler, Georgia

Mayor Print

Mayor Signature

City Clerk Print

City Clerk Signature

Seal: