

STATE OF GEORGIA

Augusta, Georgia (AKA Augusta-Richmond County)

**AGREEMENT OF STORMWATER MANAGEMENT
GREEN INFRASTRUCTURE/LOW IMPACT DEVELOPMENT INTEGRATED MANAGEMENT PRACTICES
(GI/LID IMPs)
INSPECTION AND MAINTENANCE**

WHEREAS, the property owner, _____ recognizes that the storm
(Development Entity or Owner Name)
drain structures, pipes, water quality integrated management practices and all aspects of a stormwater
management facility (hereinafter "stormwater management measures") must be maintained for the
development called _____, of Augusta, Georgia, Richmond County, Georgia,
(Development Name)
being more particularly described *by* the legal description in Exhibit "A" attached hereto and made a
part hereof; and,

WHEREAS, the property owner, _____, is the owner of the real property more
(Development Entity or Owner Name)
particularly described on the attached Exhibit "B" - Development Plan (hereinafter referred to as "the
property"), and,

WHEREAS, _____, whose title is _____, is the person
(Authorized Representative Name)
responsible for carrying out all requirements of this Declaration and of the Augusta, Georgia Code and
Area-wide MS4 stormwater management plan for the inspection and maintenance of the stormwater
management measures on the property identified in Exhibit "B", and,

WHEREAS, the property owner, its administrators, executors, successors, heirs and assigns, agree that
the health, safety and welfare of the citizens of the city require that stormwater management measures
be constructed and maintained on the property to function as designed, and,

WHEREAS, the GI/LID IMPs Inspection and Maintenance agreement(s) for the development called
_____, of Augusta, Georgia, Richmond County, Georgia, shall be recorded
(Development Name)
with the Richmond County Clerk of Court and a copy of recorded agreement(s) provided to Augusta
Engineering Department, Engineering Division prior to the release of a Certificate of Occupancy, and

WHEREAS, the Augusta, Georgia Code and Area-wide MS4 permit require that the stormwater
management measures, as shown on the approved development plans and specifications, be
constructed and maintained *by* the property owner, its administrators, executors, successors, heirs and
assigns.

NOW, THEREFORE, in consideration of the foregoing premises and following terms and conditions, the
undersigned agrees as follows:

SECTION 1.

The stormwater management measures including GI/LID IMPs shall be constructed *by* the property owner in accordance with the plans and specifications for the development as submitted to and approved by the City of Augusta, Georgia (hereinafter "City").

SECTION 2.

The property owner, its administrators, executors, successors, heirs and assigns shall maintain all aspects of the stormwater management measures including GI/LID IMPs in good working condition acceptable to the City and in accordance with the development specific Inspection and Maintenance Procedures (as defined below) to ensure the control measures functioning as designed. A schedule of long term maintenance activities, including how often routine inspection and maintenance will occur, shall be in accordance with the attached Exhibit "C" (collectively, the "Inspection and Maintenance Procedures"). Such Schedule shall also include plans for annual inspections by a qualified inspector, as determined by the Augusta Engineering Department, to ensure proper performance of the facility between scheduled maintenance and remedies for the default thereof.

SECTION 3.

The property owner shall establish a dedicated source of funding that will allow for a budget capable of covering the costs associated with maintenance, staff, equipment, and the repair and replacement of stormwater management measures including GI/LID IMPs components as necessary, and helps to ensure the continued functioning of IMPs as designed. The Property owner shall submit a copy of financial documentation (in form and substance as mutually agreed upon by the Property owner and the City) confirming established dedicated source of funding to Augusta Engineering Department, Engineering Division, if requested or prior to the release of a Certificate of Occupancy.

SECTION 4.

The property owner, its administrators, executors, successors, heirs and assigns shall provide records of all inspections, maintenance and repairs of the stormwater management measures to the Augusta Engineering Department on an annual basis, if requested. Such records include items inspected and details of maintenance and repairs performed.

SECTION 5.

The property owner, its administrators, executors, successors, heirs and assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property for regular inspections, periodic investigations, observation, measurement, enforcement, and sampling and testing of the stormwater management measures whenever the City deems necessary. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management measures; and evaluating the condition of the stormwater management measures and practices. The City, its authorized agents and employees, shall duly notify the owner of the property or the representative on site prior to such entry, except in the case of an emergency.

SECTION 6.

In the event the property owner, its administrators, executors, successors, heirs and assigns fail to maintain the stormwater management measures according to the approved plans and the Maintenance and Inspection Schedule, the City shall notify by certified mail the person specified herein as the person responsible for carrying out the maintenance plan. Such notice shall specify the measures necessary to comply with the site plans and the maintenance schedule and shall specify the amount of time (but in

event less than thirty (30) days) within which such measures shall be completed. If the responsible person fails or refuses to meet the requirements of this Declaration, the City, thirty (30) days (or the time set forth in the violation notice, whichever is greater) after the written notice is sent (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient), may enter the property to correct a violation of the design standards or maintenance requirements by performing necessary work to place the facility or practice in proper working condition. The City will assess the property owner or grantor for the cost of repair work. It is expressly understood that the City is under no obligation to maintain or repair the stormwater management measures and in no event shall this Declaration be construed to impose any such obligation on the City.

SECTION 7.

It is the intent of this Declaration to ensure the proper maintenance of the stormwater management measures including GI/LID IMPs by the property owner; provided, however, that this Declaration shall not be deemed to create or affect any additional liability on the property owner for damage alleged to result from or caused by storm water runoff in addition to any such liability otherwise existing under applicable law.

SECTION 8.

Sediment accumulation and other waste materials resulting from the operation of the stormwater management measures including IMPs shall be removed by the property owner. The property owner shall make arrangements at the property owner's expense for the removal and off-site disposal of all accumulated sediments and other waste materials.

SECTION 9.

In the event the property owner sells or transfers the property, the transferring property owner shall provide to the Augusta Engineering Department, a Declaration of Transfer of Inspection and Maintenance Responsibilities of stormwater management measures including GI/LID IMPs signed by the transferring property owner and the transferee and witnessed by a public notary to document that all inspections and maintenance, and related financial responsibilities have been transferred and communicated to such transferee. Upon such transfer or conveyance of the property by the transferring property owner, all obligations of the transferring property owner hereunder shall automatically be transferred and assigned to, and assumed by transferee and such transferee shall and become the property owner under this Agreement.

SECTION 10.

The property owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which may arise or be asserted against the City from the construction, presence, existence or maintenance of the stormwater management measures by the property owner or the City, except to the extent caused by the gross negligence or willful misconduct of the City or its authorized agents and employees. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the property owner and the property owner shall defend at its own expense any suit based on such claim, except as set forth in the foregoing sentence.

SECTION 11.

This Agreement shall be recorded among the deed records of Richmond County and shall constitute a covenant running with the land shall be binding on the property owner. The City will not release the

Certificate of Occupancy for the property until such time that this agreement has been recorded with the Richmond County Clerk of Court.

SECTION 12.

This Agreement may be enforced by proceedings at law or in equity by or against the undersigned and their respective successors in interest.

SECTION 13.

Invalidation of anyone of the provisions of this Agreement shall in no way effect any other provision and all other provisions shall remain in full force and effect.

SECTION 14.

This Agreement complies with the provisions of the City of Augusta Code of Ordinances, Title 5, Sec5-1-10 (Stormwater Management-Maintenance & Inspections), Title 4 Article 7 SecIII(c) (Erosions, Sedimentation & Pollution Control-Stormwater Quality Management), and Augusta MS4 Permit, Part 3, 3.3.11 (Post Construction Stormwater Controls), and the property owner, its administrators, executors, successors, heirs and assigns acknowledge that it must obtain all required permits, submit all required plans and follow all provisions of aforementioned Augusta ordinances & permits. Since the responsibility for the operation and maintenance of the stormwater management measures passes to any successor owner, this Declaration shall be binding on all subsequent owners of the property.

SECTION 15.

Additional provisions that relate directly to the individual needs and requirements of this specific site plan as identified in Exhibit "A" and Exhibit "B" are attached hereto and made a part hereof. Such additional provisions have been discussed with and presented to the Augusta Engineering Department Director.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the _____ day of _____, 20____.

Declarant:

Property Owner: _____
(Development Entity or Owner Name)

Signed and Sealed

_____ (Seal)

By: _____

Witness

Title: _____

Corporate Seal

Notary Public

- EXHIBIT "A" Property legal description
- EXHIBIT "B" Approved Development Plan and
Separate Site Specific Water Quality Location Map
- EXHIBIT "C" Stormwater Management Measures Inspection and Maintenance Schedule
- EXHIBIT "D" Financial Document – Dedicated source of funding