APPENDIX R. Storm Sewer Details and Standard Drawings

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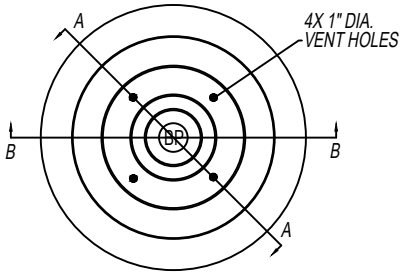
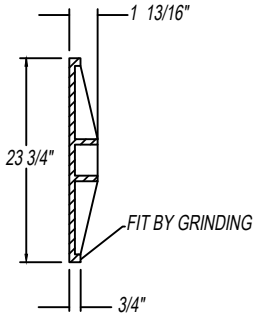
CAST IRON RING AND COVER DETAIL

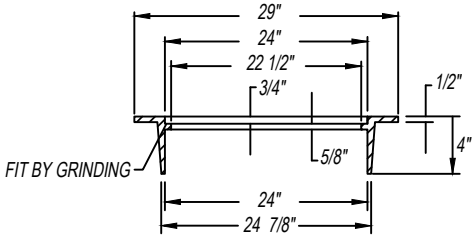
APPROVED FOR NON TRAFFIC



COVER FACE

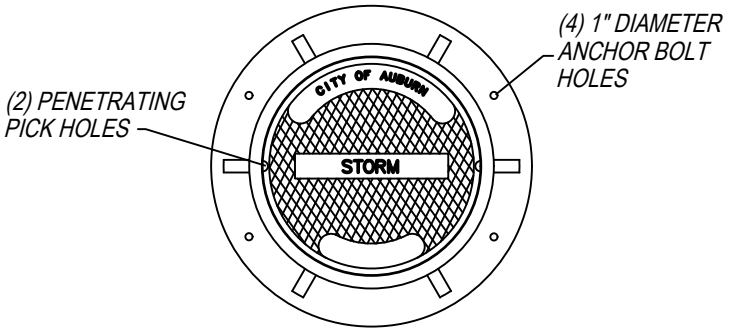


SECTION A - A

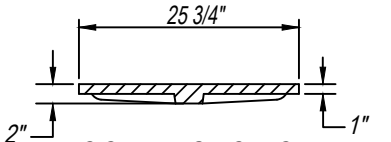


SECTION B - B

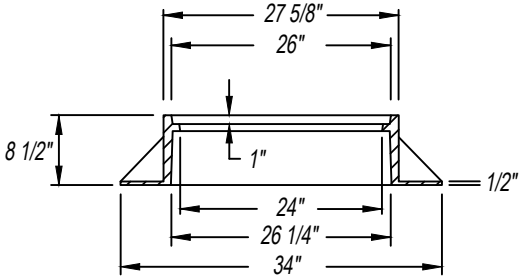
APPROVED FOR TRAFFIC



COVER FACE



COVER SECTION



FRAME SECTION

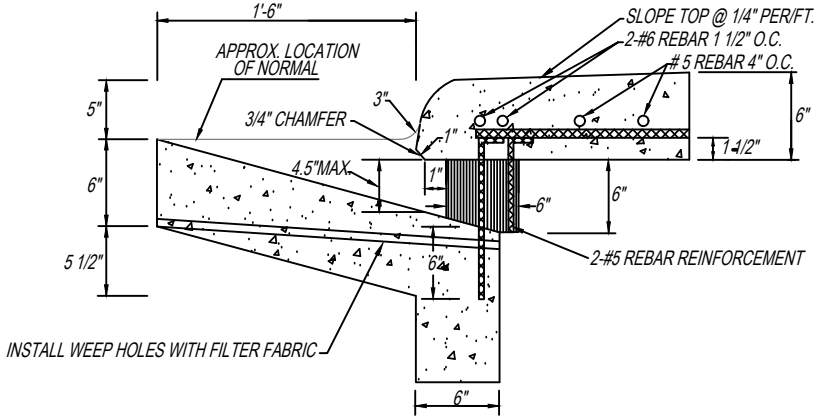
STANDARD DETAILS: STORM	7.00

City of Auburn

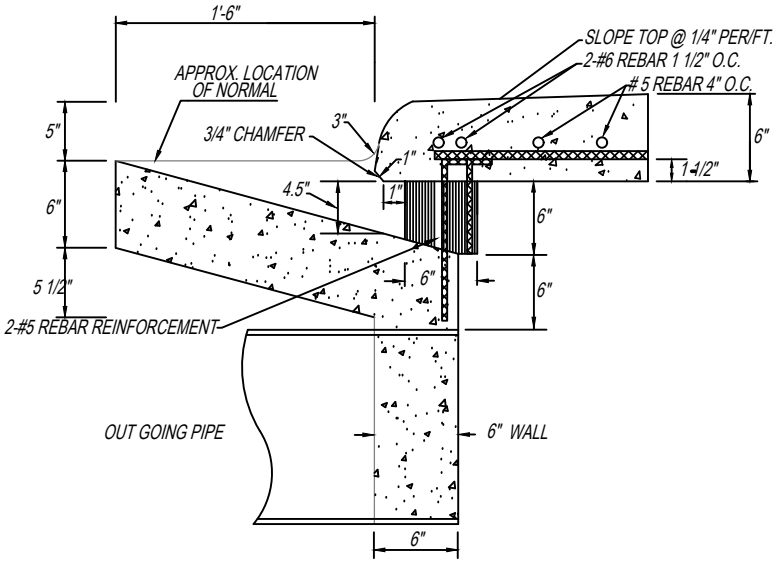
DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

DEPRESSED GUTTER DETAIL

DEPRESSED GUTTER DETAIL #1



DEPRESSED GUTTER DETAIL #2

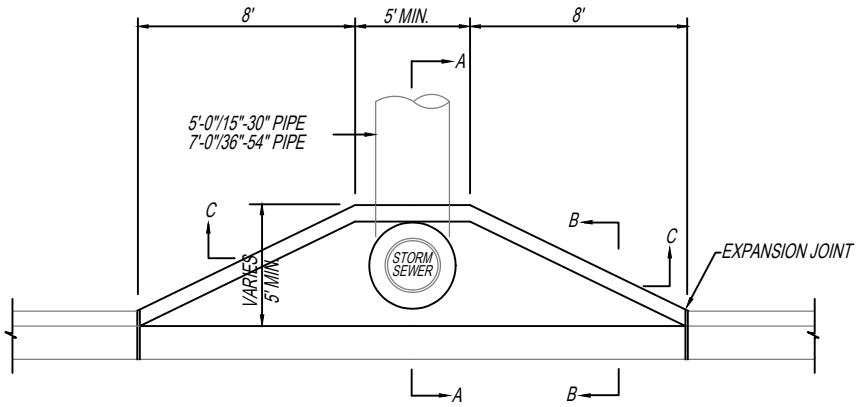


STANDARD DETAILS: STORM	7.01

City of Auburn

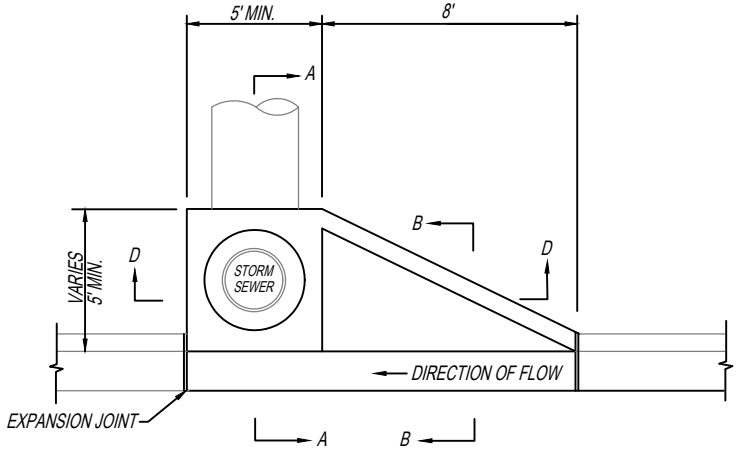
DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

DOUBLE WING INLET

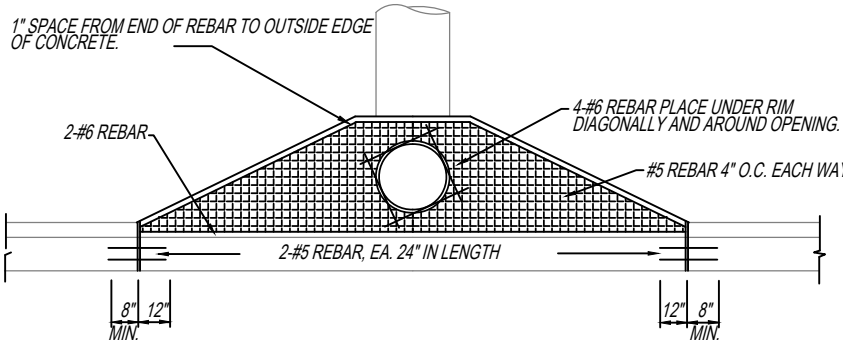


DOUBLE WING INLET PLAN

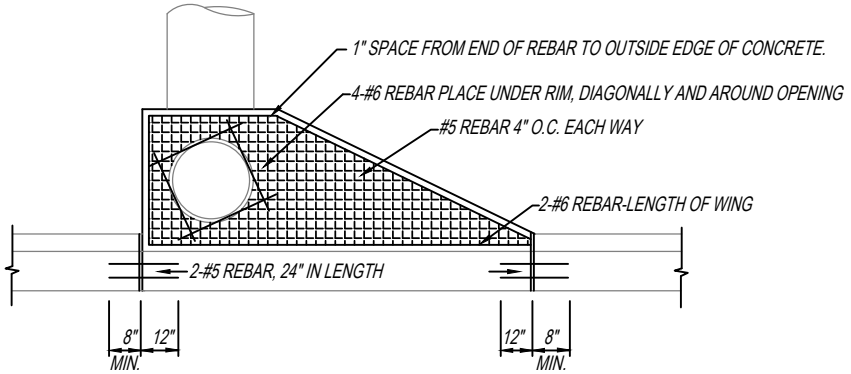
SINGLE WING INLET



SINGLE WING INLET PLAN



DOUBLE WING INLET TOP SECTION



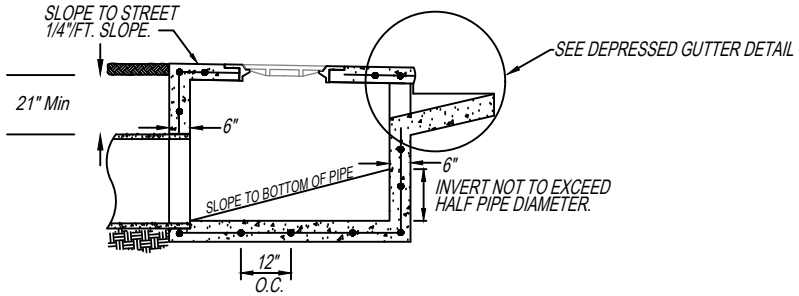
SINGLE WING TOP SECTION

STANDARD DETAILS: STORM	7.02

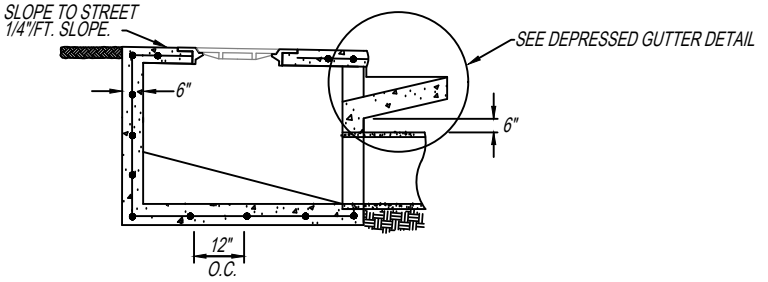
City of Auburn

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

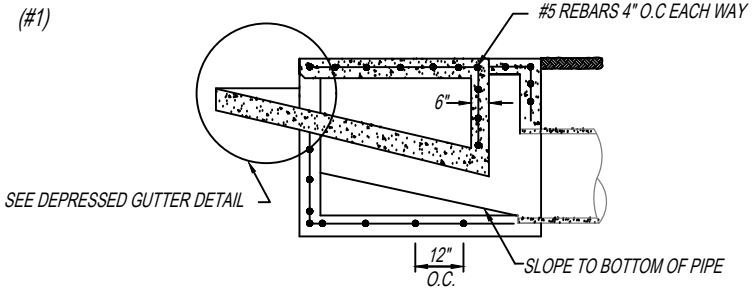
INLET BOX DETAIL



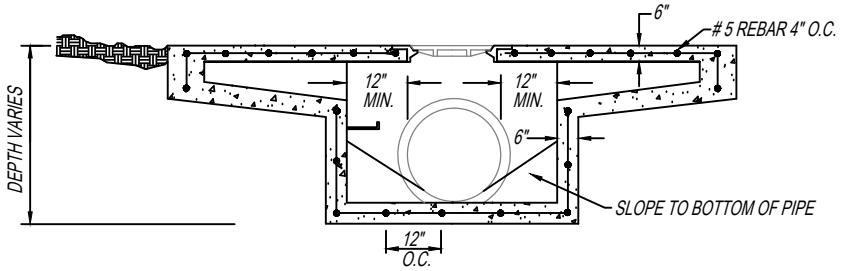
INLET BOX DETAIL AA (#1)



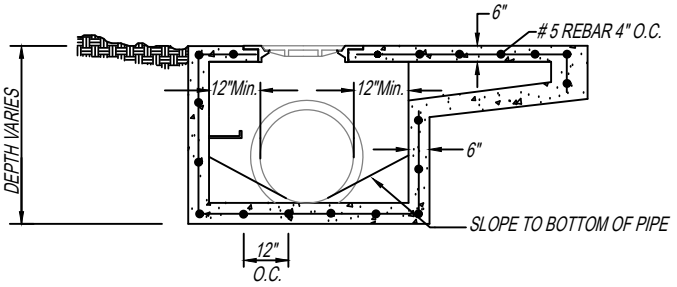
INLET BOX DETAIL AA (#2)



INLET BOX DETAIL BB



DOUBLE WING INLET DETAIL CC

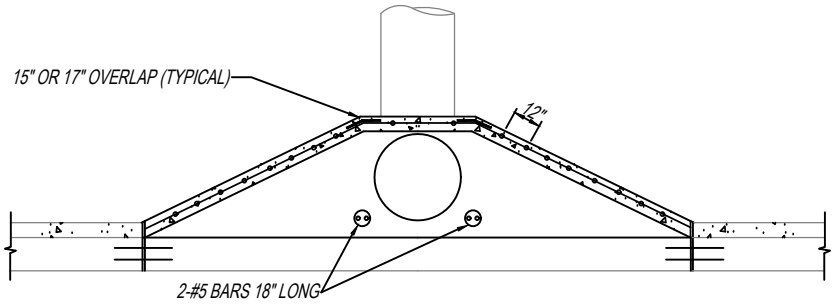


SINGLE WING INLET DETAIL DD

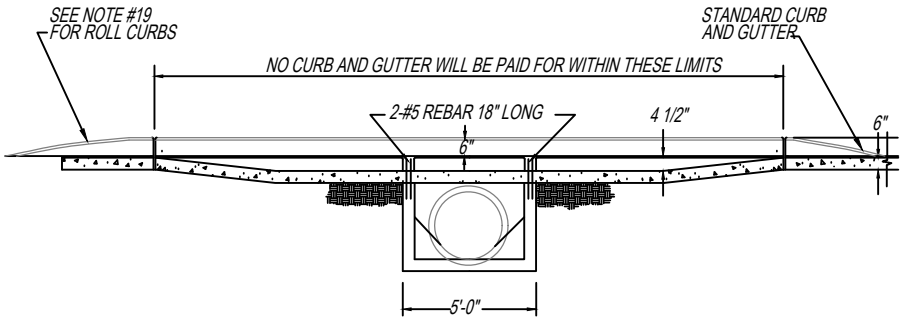
STANDARD DETAILS: STORM	7.03
City of Auburn	

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

DOUBLE WING INLET DETAIL



DOUBLE WING INLET SLAB SECTION



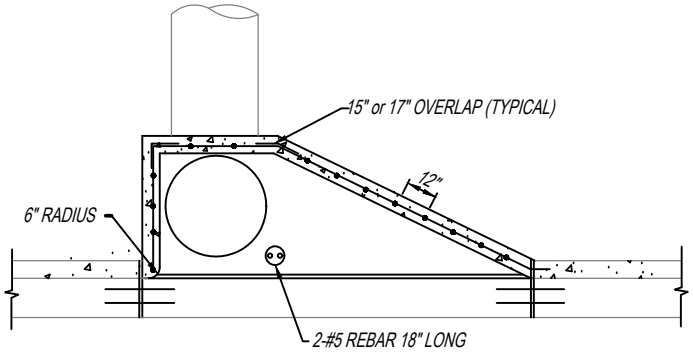
DOUBLE WING INLET ELEVATION

STANDARD DETAILS: STORM	7.04

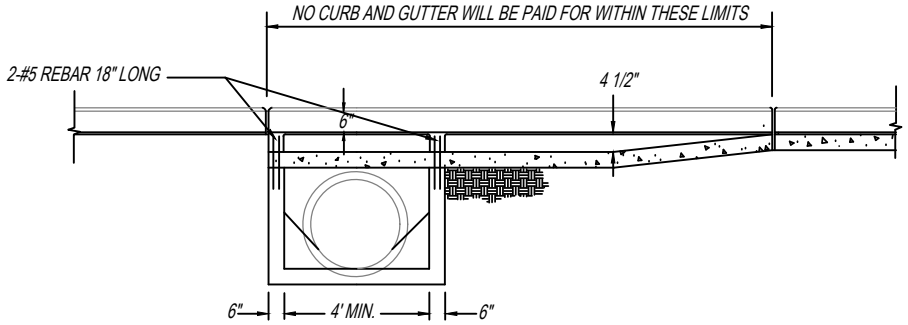
City of Auburn

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

SINGLE WING INLET DETAIL



SINGLE WING INLET SLAB SECTION

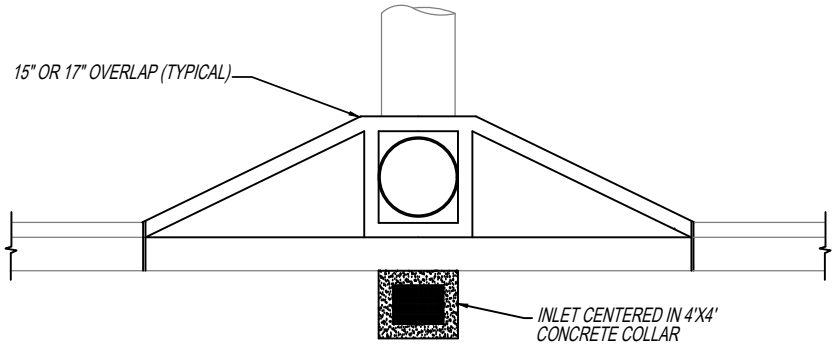


SINGLE WING INLET ELEVATION

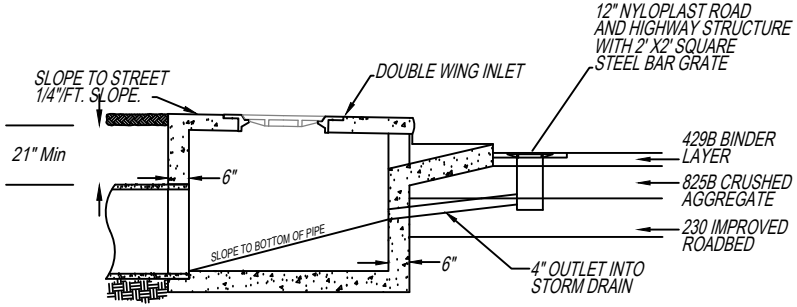
STANDARD DETAILS: STORM	7.05
City of Auburn	

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

INLET BOX DETAIL(temporary drain)



PLAN VIEW

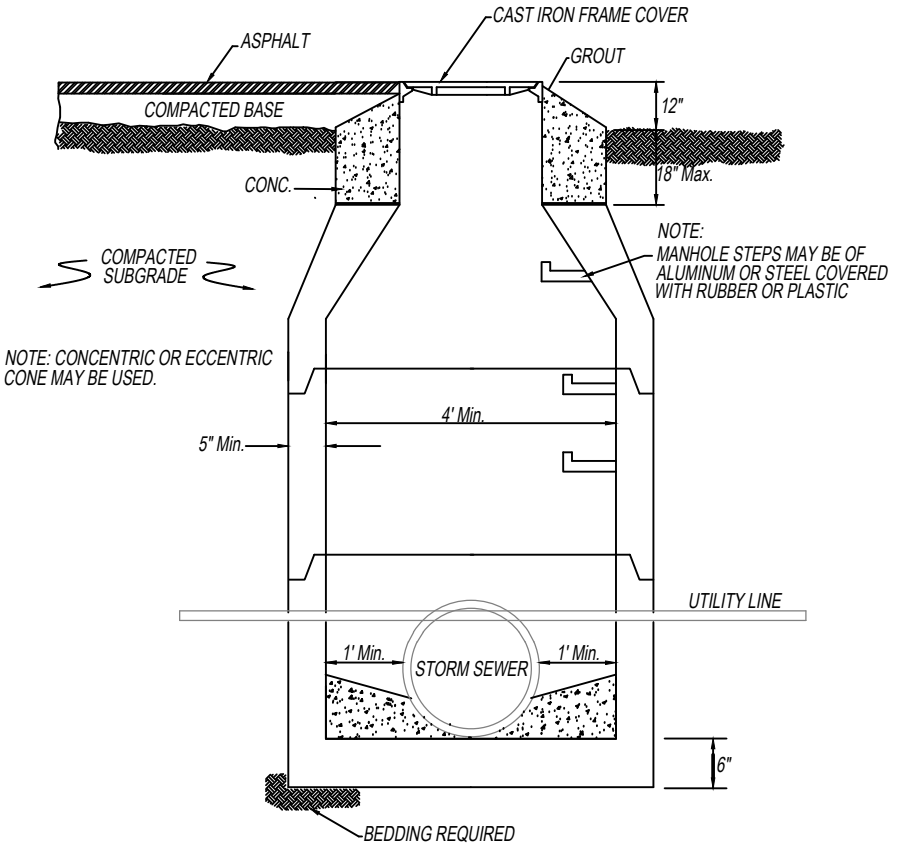


PROFILE VIEW

NOTE:
THIS DETAIL SHALL BE USED AT THE SAG INLETS WHERE WEARING SURFACE WILL NOT BE PLACED AT THIS TIME.

INLET SHALL BE PLACED AT LOWEST POINT IN THE ROADWAY.

UTILITY CONFLICT JUNCTION BOX

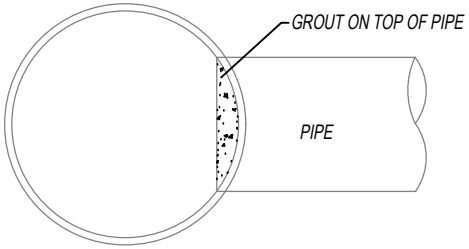


SECTIONAL ELEVATION

NOTES:
1. INSTALL JUNCTION BOX WHEN THERE IS A CONFLICT BETWEEN STORM SEWER AND OTHER UTILITY LINES.
2. IF THE CONFLICTING UTILITY LINE IS A SANITARY SEWER LINE, REPLACE THE V.C. OR PVC. PIPE WITH DUCTILE IRON PIPE.
3. IF POSSIBLE INSTALL THE CONFLICTING UTILITY IN THE UPPER 1/3 OF THE STORM SEWER.

STANDARD DETAILS: STORM	7.06
City of Auburn	
DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

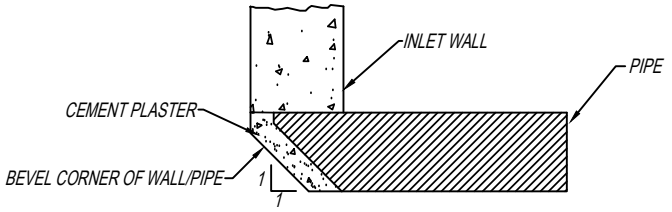
PIPE BEVELL



NOTE:
PIPE MUST BE FLUSH ON SIDES OF BOX.

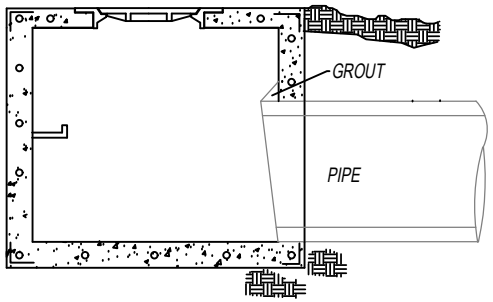
PLAN VIEW

PIPE ENTRANCE IN BOX



BEVELLED RING

(POURED IN PLACE APPLICATION)



ELEVATION

STANDARD DETAILS: STORM	7.07
City of Auburn	

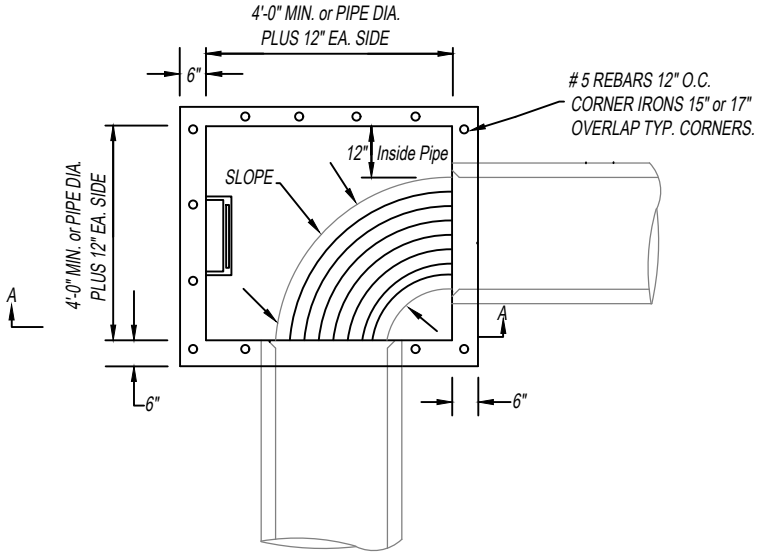
DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

NOTES

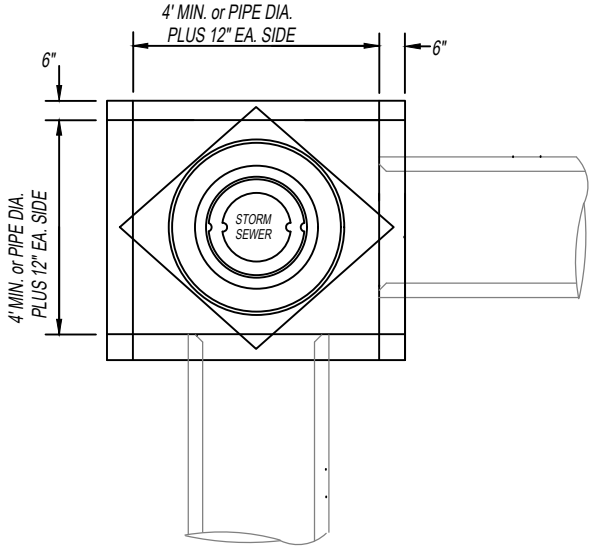
1. HEADWALL AND WINGWALLS SHALL HAVE A RUBBED SMOOTH FINISH. PIPE SHALL BE CUT FLUSH WITH THE INSIDE FACE OF THE HEADWALL.
2. JUNCTION BOX INVERTS SHALL BE SMOOTH AND APPROXIMATE THE CROSS SECTION OF THE PIPE USED. AT LEAST 0.25' OF FALL IS REQUIRED ACROSS ALL JUNCTION BOXES AND/OR INLETS. THE FLOOR SHALL BE SLOPED TO DRAIN ALL WATER TO THE INVERT. ALL PIPE SHALL BE CUT FLUSH WITH THE FACE OF THE JUNCTION BOX AND INLET JUNCTION BOX.
3. CAST IRON FRAME AND COVER SHALL WEIGH 375 POUNDS IN TRAFFIC AND 325 POUNDS OFF TRAFFIC.
4. ALL PIPES SHALL BE LAID WITH ENDS ABBUTTING AND TRUE TO LINE AND GRADE. PIPE SHALL BE FITTED AND MATCHED TO FORM A LINE WITH A SMOOTH, UNIFORM INVERT. GROUT SHALL THEN BE APPLIED SMOOTHLY TO THE OUTSIDE TOP TWO THIRDS AND THE INSIDE BOTTOM ONE HALF TO WATER PROOF ALL PIPE.
5. PRECAST MANHOLES MAY BE USED FOR PIPE UP TO 36". LARGER SIZES MUST BE APPROVED PRIOR TO USE.
6. FOR PIPE SIZES LARGER THAN 42", HEADWALLS SHALL BE AS SPECIFED BY THE CITY ENGINEER.
7. INLETS SHALL NOT BE PLACED IN A RADIUS OF INTERSECTING STREETS OR DRIVES.
8. PRECAST ITEMS MUST BE APPROVED PRIOR TO USE.
9. CHAMFER STRIPS ARE REQUIRED ON ALL HEADWALL EDGES.
10. RIPRAP IS REQUIRED AT ALL PIPE OUTLETS WITH GEOFABRIC. THE SIZE OF THE PAD SHALL BE AS DESIGNED BY THE ENGINEER BUT SHALL BE CONSTRUCTED PER THE DETAIL.
11. DISTANCE FROM RADIUS POINT TO EXISTING EXPANSION OR CONSTRUCTION JOINT SHALL BE AT LEAST 3.0': IF LESS THAN 3.0', CURB AND GUTTER SHALL BE REPLACED TO EXISTING JOINT.
12. MINIMUM INSIDE DIMENSION OF JUNCTION BOXES AND INLETS SHALL BE 4 FEET.
13. TOP OF INLET SHALL BE THE SAME ELEVATION AS ADJOINING CURB AND GUTTER.
14. 2" MINIMUM WEEP HOLES SHALL BE CONSTRUCTED IN INLETS TO FACILITATE SUBGRADE DRAINAGE.
15. IF INLETS ALSO SERVES AS A JUNCTION BOX, CONTOUR BOTTOM AS PER JUNCTION BOX REQUIREMENTS.
16. MORTAR: A CONCRETE MIX EQUIVALENT TO AT LEAST A 3000 PSI STABILITY.
17. NUMBER 5 REBAR SHALL BE INSTALLED INTO ALL CURB AND GUTTER COLD JOINT TIE INS, AT ALL INLETS & JUNCTION BOXES, OR TO BE DETERMINED BY THE PROJECT ENGINEER/ PROJECT INSPECTOR.
18. INSTALL STEPS IN JUNCTION BOXES OR INLET EVERY 16" ON CENTER ACCESSIBLE TO MANHOLE COVER. AT LEAST ONE STEP IS REQUIRED PER BOX, MINIMUM.
19. FOUR FOOT (4') MINIMUM TRANSITIONS FROM ROLL CURB TO STANDARD CURB AND GUTTER TO ALLOW STANDARD INLET TO BE CONSTRUCTION.
20. INVERTS SHALL BE POURED CONCRETE. NO BRICK OR ROCKS SHALL BE USED AS FILLER MATERIAL.
21. #5 BARS REQUIRED IN GUTTER.
22. INVERTS SHALL NOT EXCEED HALF THE DIAMETER OF THE PIPE. NO FLAT AREAS ARE PERMITTED.
23. INLET TOPS SHALL BE SLOPED AT 1/4"/ft TOWARD THE STREET (SEE DETAIL).
24. CONCRETE USED FOR STORM STRUCTURES MUST HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 psi.
25. MODIFIED INLETS MUST HAVE SAME CARRYING CAPACITY AS STANDARD INLETS. DIMENSIONS/DETAILS MUST BE APPROVED BY CITY OF AUBURN ENGINEER PRIOR TO INSTALLATION.
26. HDPE CAN BE USED IN AREAS WHERE IT WILL BE OUTSIDE OF THE ROADWAY PAVEMENT UPON CITY ENGINEER APPROVAL.
27. AN EXPANSION JOINT MUST BE PROVIDED AT THE INLET / CURB FACE.
28. MECHANICAL TAMPING IS REQUIRED AROUND AND BEHIND INLETS.

STANDARD DETAILS: STORM	7.08
City of Auburn	
DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	03-01-2024
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

JUNCTION BOX DETAIL



SECTIONAL PLAN



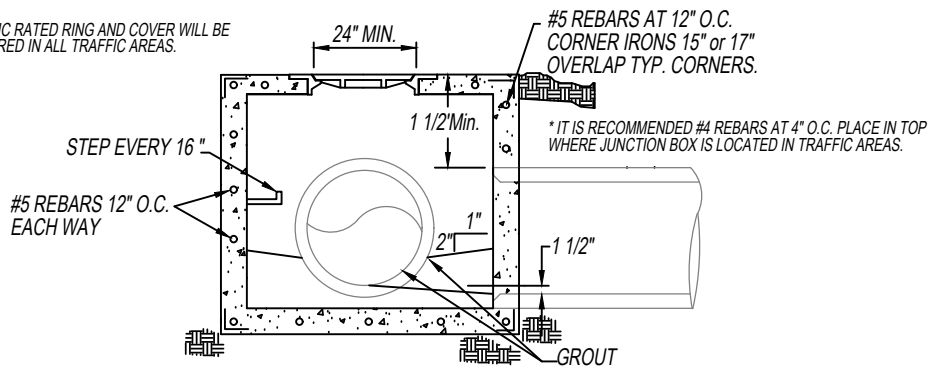
PLAN

STANDARD DETAILS: STORM	7.09
City of Auburn	

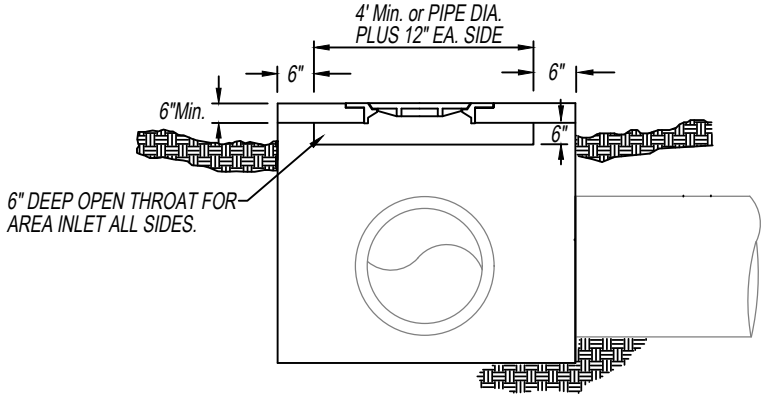
DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

AREA INLET/JUNCTION BOX ELEVATION

NOTE:
TRAFFIC RATED RING AND COVER WILL BE REQUIRED IN ALL TRAFFIC AREAS.



SECTIONAL ELEVATION AA



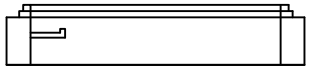
AREA INLET ELEVATION

NOTE:
NOT TO BE USED ON ALDOT RIGHT OF WAY UNLESS APPROVED BY ALDOT IN WRITING.

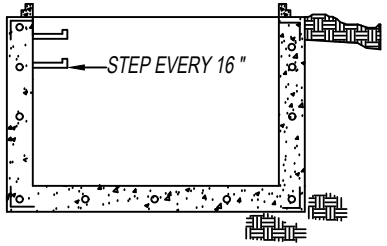
STANDARD DETAILS: STORM	7.10
City of Auburn	

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

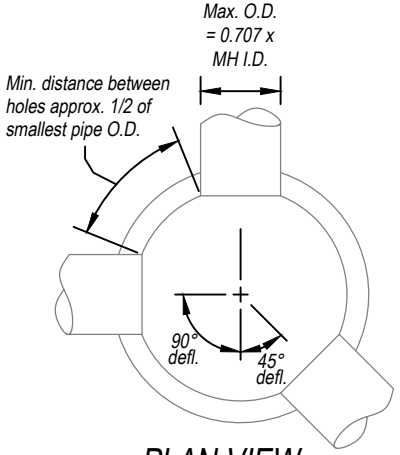
BASE AND RISER DETAIL



RISER DETAIL



SECTIONAL ELEVATION



PLAN VIEW

		MANHOLE DIA. (IN.)				
Pipe Dia.	Req'd* Opening	48	60	72	84	96
15"	23"	85	>90	>90	>90	>90
18"	27"	83	>90	>90	>90	>90
21"	30"	72	>90	>90	>90	>90
24"	36"	55	85	>90	>90	>90
30"	42"	_	65	90	>90	>90
36"	48"	_	45	75	90	>90
42"	56"	_	_	50	70	90
48"	63"	_	_	15	45	70
54"	70"	_	_	_	30	56

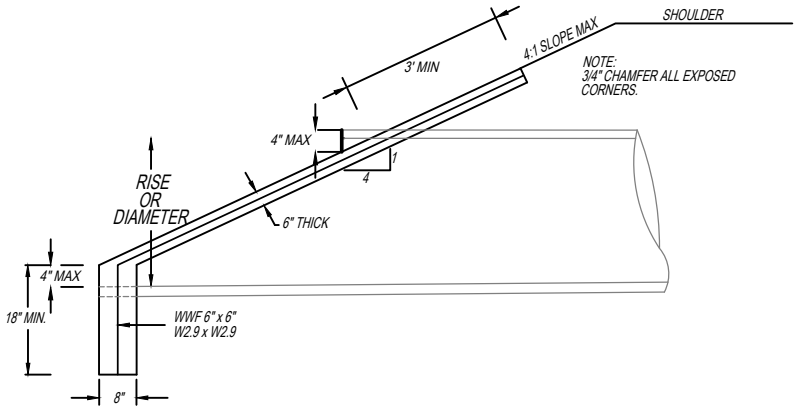
* Opening = Pipe Dia. + (wall thickness x 2) + 3.5" free space

STANDARD DETAILS: STORM	7.11

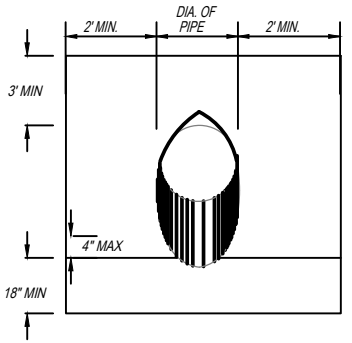
City of Auburn

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

SLOPED PAVED HEADWALL



SLOPED HEADWALL ELEVATION



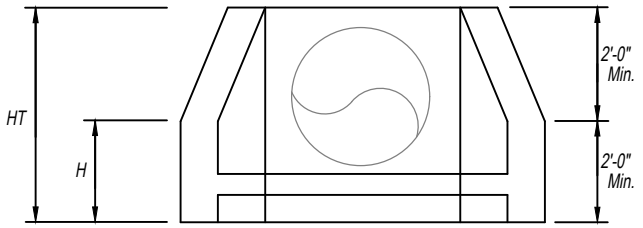
END VIEW

STANDARD DETAILS: STORM	7.12
City of Auburn	

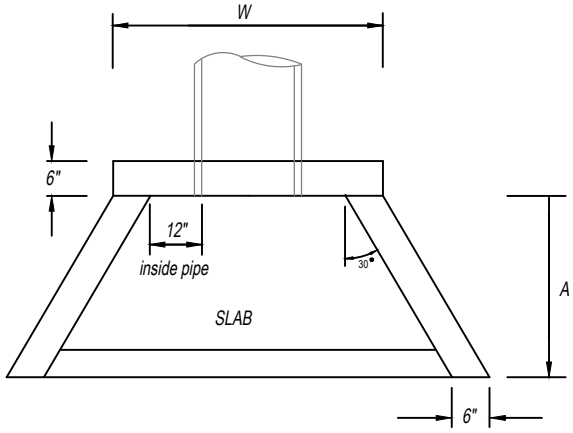
DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

WINGED HEADWALL

HEADWALL DETAIL



WINGED HEADWALL ELEVATION

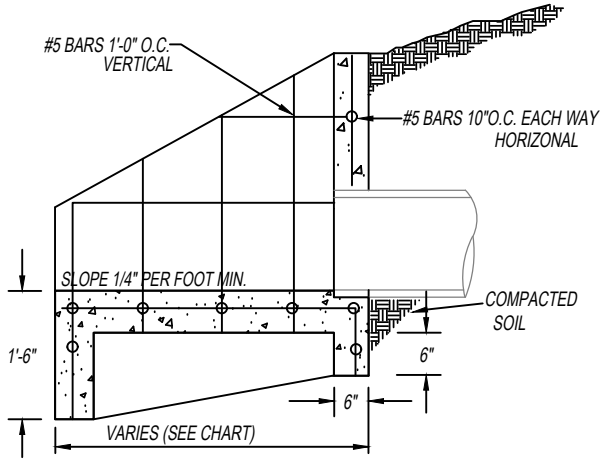


WINGED HEADWALL PLAN

PIPE SIZE CHART

PIPE SIZE	A MIN.	W MIN.	H MIN.	HT MIN.
15 IN	4 FT	DIA.+3 FT	2 FT	4 FT
18 IN	4 FT	DIA.+3 FT	2 FT	4 FT
24 IN	4 FT	DIA.+3 FT	2'-6"	4 FT
30 IN	4.5 FT	DIA.+3 FT	2'-6"	4'-6"
36 IN	5 FT	DIA.+3 FT	3 FT	5 FT
42 IN	5 FT	DIA.+3 FT	3 FT	6 FT
48 IN	5.5 FT	" " " "	3 FT	6'-6"
54 IN	6 FT	" " " "	3'-6"	7 FT
60 IN	6.5 FT	" " " "	3-6"	7'-6"
72 IN	7 FT	" " " "	4 FT	8 FT

NOTE: HEADWALL HEIGHT MAY VARY FROM THE CHART WITH APPROVAL OR RECOMMENDATION OF THE CITY ENGINEER.



SECTIONAL ELEVATION

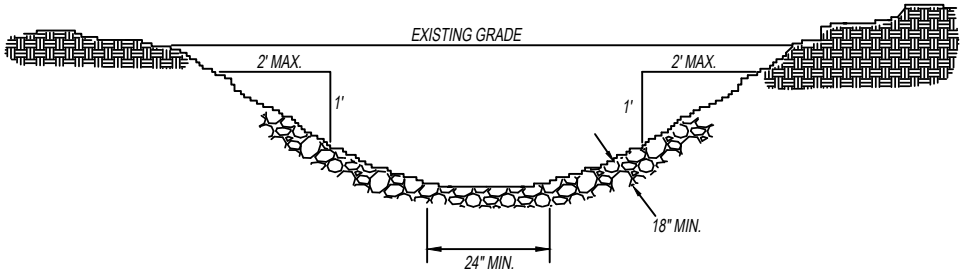
STANDARD DETAILS: STORM	7.13

City of Auburn

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

RIP RAP SWALE

RIPRAP DITCH SECTION



PIPE SIZE	BOTTOM WIDTH MINIMUM
15 IN	2 FT
18 IN	2 FT
24 IN	3 FT
30 IN	3 FT
36 IN	4 FT
42 IN	4 FT
48 IN	5 FT
54 IN	5 FT
60 IN	6 FT
72 IN	7 FT

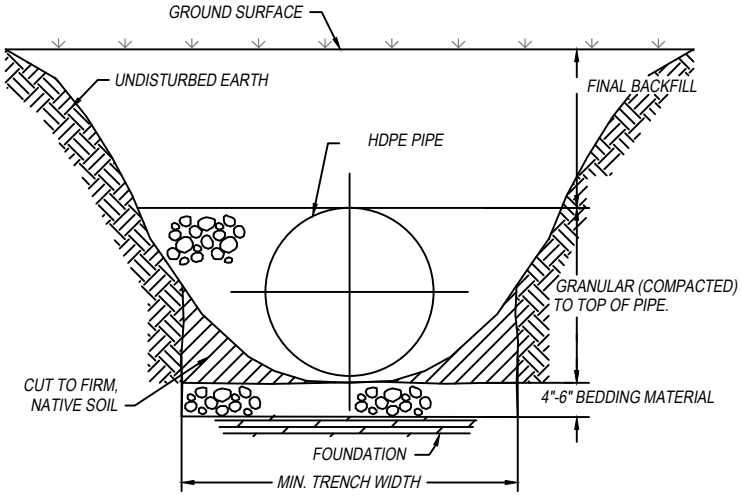
NOTE:

1. BOTTOM WIDTH IS DETERMINED BY ENGINEER.
2. A 3:1 SIDE SLOPE IS PREFERRED, BUT NO SLOPE CAN EXCEED 2:1.

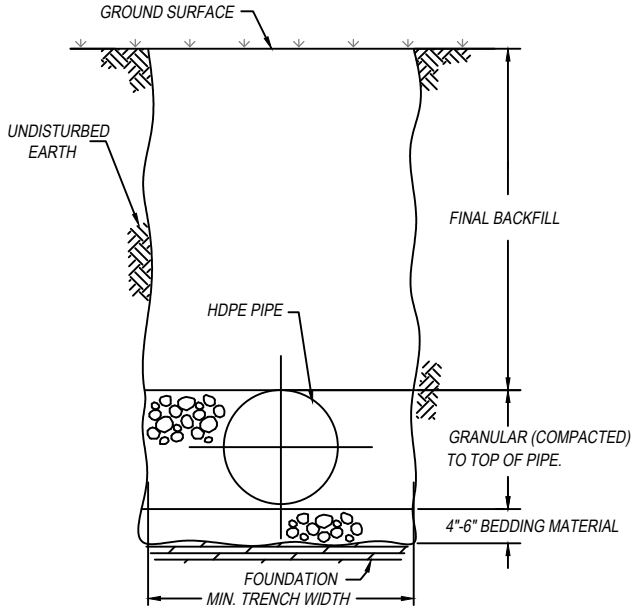
STANDARD DETAILS: STORM	7.14
City of Auburn	

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

HDPE PIPE INSTALLATION



TYPICAL OPEN DITCH CROSS-SECTION
(N.T.S.)



TYPICAL TRENCH CROSS-SECTION
(N.T.S.)

STANDARD DETAILS: STORM	7.15
City of Auburn	

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

HDPE PIPE INSTALLATION

NOTES

1. BEDDING AND BACKFILL MATERIAL SHALL BE CLASS I MEETING ASTM D 2321. SEE DEFINITIONS BELOW.

2. TO PREVENT MIGRATION OF FINES AND LOSS OF PIPE SUPPORT FOR INSTALLATIONS WHERE SIGNIFICANT GROUND-WATER FLOW IS ANTICIPATED, CLASS I BEDDING AND BACKFILL MUST BE USED AND THE ENTIRE PERIMETER OF THE ENCASEMENT SHALL BE WRAPPED WITH AN APPROVED GEOTEXTILE FABRIC.

3. FOR INSTALLATIONS WHERE THE TRENCH BOTTOM IS UNSTABLE, UNDERCUT TO A DEPTH AS REQUIRED BY THE ENGINEER AND REPLACE WITH A SUITABLE BEDDING MATERIAL, PLACED IN 6-INCH LIFTS.

4. ALL HIGH-DENSITY POLYETHYLENE (HDPE) PIPE USED FOR CULVERT AND STORMDRAIN APPLICATIONS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M294, TYPE S, CURRENT EDITION AND VERIFIED THROUGH THE PLASTIC PIPE INSTITUTE (PPI) THIRD PARTY CERTIFICATION PROGRAM. ALL HDPE PIPE DELIVERED AND USED SHALL BEAR THE THIRD PARTY ADMINISTERED PPI SEAL.

5. INSTALLATIONS WHICH MEASURE OVER 15 FEET OF FILL FROM TOP OF PIPE TO FINISHED GRADE LEVEL ARE TO BE APPROVED BY CITY ENGINEER

ASTM D 2321 MATERIAL DEFINITIONS:
CLASS I - ANGULAR CRUSHED STONE OR ROCK, DENSE OR OPEN GRADED WITH LITTLE TO NO FINES. (1/4" TO 1.5" IN SIZE). INCLUDED NOT LIMITED TO SIZES 5, 57, 67, 8, 9, 10, & 610.

UNLESS SPECIFIED BY THE ENGINEER, MINIMUM RECOMMENDED TRENCH WIDTH SHALL BE AS FOLLOWS:

NOMINAL DIAMETER (IN.)	MIN. TRENCH WIDTH (IN.)
15	34
18	39
24	48
30	56
36	64
42	72
48	80
60	96

STANDARD DETAILS: STORM 7.16

City of Auburn

DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

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APPENDIX S. Stormwater Storage Facility Final Certification

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City of Auburn

Stormwater Storage Facility Final Certification Form

Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830
(334) 501-7390 FAX (334) 501-7294
www.auburnalabama.org

Project Name: _____

Storage Volume Summary:

	2-Year	5-Year	10-Year	25-Year	100-Year
Design Volume					
As-Built Volume					

Outlet Device Elevation Summary:

	Size and Description Information		Design Elevation	As-Built Elevation
	Design	As-Built		
Outlet Device #1				
Outlet Device #2				
Outlet Device #3				
Outlet Device #4				
Outlet Device #5				
Emergency Spillway				
Bottom of Pond				

(As necessary, please provide any comments or other information necessary to accurately describe the as-built storage facility conditions in a separate Memorandum and attach to this form)

By placing my professional stamp and signature on this form, I certify that this storage facility is constructed in accordance with the approved design on file with the City of Auburn and that all temporary sediment storage components have been removed. I further certify that the all drainage areas designed to be attenuated in the storage facility in fact do drain to this facility and the outlet peak discharge rates are equal to or less than the peak discharge rates as approved for the development.

Signed: _____ Seal:

Date:_____

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APPENDIX T. Stormwater Storage Facility Operations

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STATE OF ALABAMA
LEE COUNTY

STORMWATER STORAGE FACILITY OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____ _____, by and between The City of Auburn, hereinafter referred to as City, and _____ _____, hereinafter referred to as Owner;

WITNESSETH

THAT WHEREAS, Owner is this day accepting responsibility for perpetual care, operation, maintenance, and associated liabilities of the storm water storage facility installed on that certain real property known as _____ , as described in the deed and as shown on the plat thereof recorded in the Deed Book _____ , Page _____ , and/or Plat Book _____ , Page _____ Lee County Court House; and

WHEREAS, as part of construction of the development the City's Phase II Storm Water Ordinance required that a storm water storage facility be constructed; and

WHEREAS, the Owner accepts responsibility for maintenance of the storm water storage facility listed below as prescribed in the attached Operation and Maintenance Plan; and

WHEREAS, the Owner grants access to the City to inspect the storm water storage facility; and

WHEREAS, the Owner understands that this Agreement shall endure to the benefit of his successors in title, whomsoever the may be in the future.

NOW, THEREFORE, it is understood and agreed by and between the parties:

1. Maintenance of the storm water storage facility shall be the sole responsibility of the Owner.
2. The responsibility for maintenance of the storm water storage facility shall pass in the chain of title to the Owner's successor in interest.
3. Operation and maintenance will be in accordance with previously approved Operation and Maintenance Plan.
4. Access is granted to the City to carry out all provisions of the City's Phase II Storm Water Ordinance, including but not limited to inspections of the storm water storage facility.
5. The City will provide a copy of its inspection report to the Owner, and any required maintenance or remedial work identified in the report must be completed within 60 days.
6. The Owner will submit evidence that the required maintenance and/or remedial repairs identified during the City's inspection have been completed within 60 days of receipt of the inspection report.
7. Failure to follow the Operations and Maintenance Plan and/or complete necessary repairs identified during the City's inspection will result in enforcement actions.

Future communications in writing, from the City to the Owner, shall be sent to the Owner's address, as stated below.

In Witness Whereof, the parties have executed this Agreement the day and year above first written.

By: _____
OWNER

_____
GRANTOR'S SIGNATURE

_____
ADDRESS

_____
CITY, STATE

_____
TELEPHONE NUMBER

I, _____ , a Notary Public of said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____ , an Alabama company and that by authority duly given and as the act of the _____ company, the foregoing instrument was signed in its name and by its _____, sealed with its corporate seal and/or attested by him/her as its _____.

Witness my hand and seal this _____ day of day _____, _____.

_____
Notary Public

(SEAL)

My Commission Expires: _____.

APPENDIX T-1. Subdivision Operation and Maintenance Agreement

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Subdivision Stormwater Storage Facility Operations & Maintenance Agreement

This agreement made and entered into this _____ day of _____ 20____, by and between the City of Auburn, hereinafter referred to as CITY, and _____ _____ hereinafter referred to as DEVELOPER;

WITNESSETH:

WHEREAS, the DEVELOPER intends to construct a development known as _____ _____, located on lots _____ _____, as shown on the plat thereof recorded in the Deed Book _____, Page _____, and/or Plat Book _____, Page _____ Lee County Court House, herein referred to as the DEVELOPMENT; and

WHEREAS, construction of the DEVELOPMENT requires, by the CITY, that the DEVELOPER construct a stormwater storage facility in accordance with the CITY's stormwater management requirements; and

WHEREAS, the stormwater management facility servicing the DEVELOPMENT is located on lot(s) _____ _____, as described in the Deed Book _____, Page _____, and/or Plat Book _____, Page _____ Lee County Court House, herein referred to as the PROPERTY; and

WHEREAS, the DEVELOPER intends to establish a Homeowner's Association which is primarily responsible for the maintenance of landscaping thereon, and maintenance of the stormwater storage facility within the PROPERTY. Operation and maintenance of the stormwater storage facility shall be in accordance with the previously approved Operation and Maintenance Plan; and

WHEREAS, the DEVELOPER understands that this Agreement shall inure to the benefits of his successors in title, whomsoever they may be in the future.

NOW THEREFORE, in consideration of the mutual covenants and agreements, IT IS AGREED, as follows:

1. Each lot in the DEVELOPMENT, and any future subdivision of lots within the DEVELOPMENT, shall have attached to it an equal and undividable ownership in the PROPERTY and each and every lot owner, including lots retained by the DEVELOPER, shall be considered the "OWNER" of the stormwater storage facility(s) located on the PROPERTY. Subject to the other terms of the agreement, the Homeowner's Association shall, as the agent of the OWNER, thereafter be primarily responsible for the landscaping and maintenance of the stormwater storage facility located on the PROPERTY. If the Homeowner's Association is never created, is not responsive, or is dissolved, then the OWNER shall be responsible for all obligations of this agreement.

2. The CITY is authorized to access the PROPERTY to inspect the storm water storage facility as necessary to ascertain that the practices are being maintained and operated in accordance with the approved stormwater management plan.

3. The CITY is authorized to perform the corrective actions identified in the annual stormwater storage facility inspections report if the OWNER or Homeowner's Association does not make the required corrections in the specified time period.

4. Each lot in the DEVELOPMENT, and any future subdivision of lots within the DEVELOPMENT, shall be jointly and severally liable for any expense or cost incurred by the CITY to preserve, maintain, or restore the stormwater storage facility, or landscaping located on the PROPERTY. The CITY shall be empowered, without notice of hearing, to levy a special assessment against each OWNER within the DEVELOPMENT, and any future subdivision of the lots within the DEVELOPMENT, and each and every OWNER agrees to pay for any such special assessment for expenses incurred by the CITY for the maintenance of stormwater facility(s) should they not be maintained by the OWNER or the Homeowner's Association.

5. DEVELOPER, OWNER, and Homeowner's Association agree to indemnify and old harmless the CITY, its board members, employees, agents, and officers from any costs, damage, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, and action or failure to act with respect to the stormwater storage facility, and the drainage and utility easements on the PROPERTY or because of any adverse effect upon any person or property related or alleged to be related to the stormwater storage facility and drainage and utility easements. The CITY shall have the right to defend any such claim and DEVELOPER, OWNER, and Homeowner's Association shall reimburse the CITY for any and all costs and/or expenses, including but not limited to attorney's fees, which the CITY may incur as a result of such claims.

6. The rights and obligations created by this Agreement shall be covenants running within the DEVELOPMENT and future subdivision thereof and shall inure to the benefit of, and be binding upon, the parties, their heirs, personal representatives, successors and assigns.

In Witness Whereof, the parties have executed this Agreement the day and year above first written.

By: _____ (DEVELOPER)

_____ (GRANTOR'S SIGNATURE)

_____ (ADDRESS)

_____ (CITY, STATE)

_____ (TELEPHONE NUMBER)

CITY OF AUBURN, ALABAMA
A Municipal Corporation

By: _____

Its: _____

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

_____, whose name is signed to the foregoing instrument, on behalf of the Developer, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing document, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2012.

_____
Notary Public

Commission Expires _____

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

_____, whose name is signed to the foregoing instrument, on behalf of the City of Auburn, Alabama, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing document, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2012.

_____

Notary Public

Commission Expires _____