

Record and return to:
Whitfield County Engineering
301 W. Crawford Street
Dalton, Georgia 30722

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between (insert full name of landowner) _____ hereinafter called the "Landowner", and Whitfield County, hereinafter called the "County". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of Whitfield County, Georgia, Deed Book _____ Page(s) _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and development a portion of the property as shown on Exhibits A & B; and WHEREAS, the Site Plan/Subdivision Plan known as (insert project name) _____ hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for management of stormwater, as indicated, within the confines of the property; and

WHEREAS the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety and welfare of the residents of Whitfield County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the county 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 seccessors and assigns, including any homeowner association, shall adequately maintain the stormwater management facilities.
This includes all pipes, channels or other conveyances build 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 function. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.
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 County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The purpose of inspection is to follow-up on

reported deficiencies and/or to respond to citizen complaints. The County 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 County, the County 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, its successors and assigns. This provision shall not be construed to allow the County 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 County 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 County.
6. The Landowner, its successors and assigns, will perform the work necessary to keep the 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 plans, the schedule will be followed.
7. In the event the County 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 County upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the County hereunder.
8. This agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Whitfield 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:

Printed Company/ Corporation/ Partnership Name Seal

Printed Name & Title: _____

Signature: _____

Witness: _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 20 ____.

Printed Name: _____

Signature: _____

NOTARY PUBLIC
My Commission Expires: _____
COUNTY OF _____ GEORGIA

Approved as to Form:

Printed Name: _____

Signature: _____ Date: _____
(County Representative)

Witness: _____

Printed Name: _____

Signature: _____
NOTARY PUBLIC
My Commission Expires: _____
COUNTY OF _____ GEORGIA

Maintenance Facility Contact Information: (Please print or type)

Name: _____

Address: _____

City/ State/ Zip: _____

Phone Number: _____

Fax Number: _____

Remove this sheet and insert 2 sheets with the following information on them:

Sheet # 1:

EXHIBIT B
(Insert Project Name)

All that tract or parcel of land lying and being in Land Lot(s) _____ of the District of Whitfield County, Georgia and being more particularly described as follows:

(Insert legal description of each stormwater facility in relation to the lot(s) where they are located.)

Sheet # 2:

EXHIBIT A

This will be a drawn plat (8.5 x 11 *or* 8.5 x 14 size-no larger) of the description(s) given in EXHIBIT B showing the stormwater facilities in relation to the lots on the final plat.