

**STORMWATER MANAGEMENT/BMP
MAINTENANCE AGREEMENT**
City of Dawsonville, Georgia
Planning and Zoning
(706) 265-3256

THIS Agreement made and entered into this _____ day of _____, 20____, by and between (Full Name of Owner) _____ hereinafter called the "Landowner", and The City of Dawsonville, Georgia hereinafter called the "City."

WHEREAS, the Landowner is the owner of certain real property described as (The City of Dawsonville Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of Dawson County, Georgia at Deed Book _____ Page _____, hereinafter called the "Property;" and

WHEREAS, the Landowner is proceeding to, or has, made improvements on the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____ (Name of Plan/Development) hereinafter called the "Plan," which is expressly incorporated herein by reference, as approved, or to be approved, by the City, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the City requires that onsite stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors, and assigns, including any homeowner's association;

WHEREAS, the Georgia Stormwater Management Manual addresses issues relating to the operation and/or maintenance of stormwater systems; and

WHEREAS, the Landowner, its successors and assigns, understands that the execution and adherence to the provisions of this Agreement is a condition precedent to the City's permitting, and/or approving the final plat for the Property and subdivision located thereon;

NOW THEREFORE, in consideration of the foregoing premises and mutual agreements the parties hereby agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed, operated, and maintained by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan, as well as in accordance with State and federal law, the Georgia Stormwater Management Manual, and any and all applicable City ordinances.

2. The Landowner, its successors, and assigns, including any homeowner's association, shall adequately maintain the stormwater facilities and improvements on the Property. Adequate Maintenance required by this Agreement shall include, but is not limited to, scheduled and corrective maintenance of all facilities and improvements intended to manage and/or control stormwater on the Property, with such facilities and improvements to expressly include, but not be limited to pipes, channels structures, vegetation, berms, outlet structures, pond areas, access roads, or any other improvement relating to stormwater on the Property, but excluding any such improvements located on, under, or within any publicly owned rights of way (the "Stormwater Facilities and Improvements"). Adequate maintenance is herein defined as keeping such Stormwater Facilities and Improvements in good working condition such that they satisfactorily perform their intended design functions.
3. The Landowner, its successors, and assigns, shall inspect the Stormwater Facilities and Improvements and submit an inspection report to the City on an annual basis. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Facilities and Improvements located on the Property. Each annual inspection shall include a full and complete inspection of all Stormwater Facilities and Improvements located on the Property. Any and all deficiencies identified during such inspections shall be noted in the inspection report submitted to the City. The inspection report shall also include a detailed plan for any and all repairs to the Stormwater Facilities and Improvements necessary to correct any deficiencies identified during the inspection, with the repair plan to be prepared by a professional engineer, or some other duly qualified professional, licensed in the State of Georgia.
4. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities and Improvements as deemed necessary by the City for purposes of protecting the public health, safety or welfare, for purposes of investigating or inspecting any reported or suspected deficiencies in the Stormwater Facilities and Improvements on the Property, for purposes of responding to or investigating citizens' complaints relating to the management or control of stormwater on the Property, or for any other purpose deemed necessary by the City. The City shall provide the Landowner, its successors, and assign them with a copy of the any inspection findings, as well as a directive to commence with any required repairs. To the extent that the City does not agree with or to the contemplated repairs proposed by the Landowner, the City may submit an alternate repair plan to the Landowner.
5. In the event the Landowner, it successors and assigns, fails to maintain the Stormwater Facilities and Improvements on the Property in good working condition acceptable to

the City, or fails to make repairs as specified in the inspection report within a reasonable time frame as established by the City, with such timeframe not to be shorter than thirty (30) days, the City may enter upon the Property and take any and all action necessary to correct deficiencies identified in the inspection report. The Landowner, its successors, and assigns, shall be responsible for any and all fees and expenses incurred by the City in taking such corrective action. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Landowner outside the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that this Agreement imposes no obligation or responsibility on the City to routinely maintain or repair any Stormwater Facilities and Improvements located on the property

6. The Landowner, its successors, and assigns, will perform all work necessary to keep the Stormwater Facilities and Improvements in good working condition as required by the approved Plan, as well as by State and federal law, the Georgia Stormwater Management Manual, and any and all applicable City ordinances.
7. In the event that the City performs or undertakes work of any kind pursuant to this Agreement or expends any funds or resources in performance of said work for labor, use of equipment, supplies, material, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt of same.
8. This Agreement shall impose no liability on the City with respect to the maintenance or repair of any Stormwater Facilities and Improvements on the Property, nor does the City assume any obligation or duty to undertake or perform any action allowed for, or permitted by, this Agreement. The Landowner, its successors and assigns, further agrees to indemnify, and hold the City harmless from any liability arising out of the management, operation, maintenance, or failure of any Stormwater Facilities and Improvements subject to this Agreement.
9. Notwithstanding any right extended to the City pursuant to this Agreement, it is expressly recognized and acknowledged that the City retains all prosecutorial rights and remedies available to it, including the enforcement of any and all applicable City ordinances, against the Landowner, its successors and assigns, relating to the operation, maintenance, and/or repair of Stormwater Facilities and Improvements located on the Property.
10. This Agreement shall be recorded among the land records of Dawson County, Georgia, and shall constitute an agreement running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowner's association.

WITNESS the following signatures and seals

Company/Corporation/Partnership Name

{Seal}

By: _____
Signature

Print Name

Print Title

State of _____, County of _____

Sworn and subscribed before me this ____ day of _____, 2____.

Notary Public

My Commission Expires: _____ {Notary Seal}