

**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

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}