

**CITY OF MCDONOUGH
STORMWATER FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between

(hereinafter called the "Landowner") as party of the first part, and the City of McDonough, Georgia, a political subdivision of the STATE OF GEORGIA, (hereinafter called the "City") of the second part;

WITNESSETH

WHEREAS, the undersigned is the owner of that certain real property lying and being in the _____ Land Lot/District, _____ identified as [Tax Map/Parcel Identification Number] _____ and being more particularly described by deed as recorded in the land records of **Henry County**, Georgia, Deed Book _____ Page ____, hereinafter called the "Property".

WHEREAS, the undersigned is proceeding to build on and develop the property; and has submitted the Site Plan/Subdivision Plan known as _____, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the **City** and the undersigned, its successors and assigns, including any homeowners association, (hereinafter the "Landowner") agree that the health, safety, and welfare of the residents of **the City of McDonough**, Georgia, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan (the "Facilities") be constructed and adequately maintained by the Landowner.

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 Facilities shall be constructed by the Landowner, in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall at all time, adequately maintain the Facilities. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the **City**.

Stormwater Maintenance Agreement (cont'd.)

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3. The Landowner 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 including embankments, berms, inlet and outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner hereby grants to the City, its authorized agents and employees, a non-exclusive perpetual easement of ingress and egress over, across, under and through the Property for the purpose of inspecting the Facilities. The purpose of such inspections is to follow-up on reported deficiencies and/or to respond to citizen complaints. The **City** shall provide the Landowner copies of any inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the **City**, the **City** may enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner. This provision shall not be construed to allow the **City** 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 **City** 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 **City**. The Landowner grants to the City, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes.
6. The Landowner shall perform all work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the Landowner shall comply with such schedule.
7. In the event the **City** performs work of any nature on the Facilities in accordance with this Agreement, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the **City** upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the **City** hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the **City** and the Landowner agrees to hold the **City** harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This Agreement shall be recorded among the deed records of **Henry 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.

Stormwater Maintenance Agreement (cont'd.)

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IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

(Insert Company/Corporation/Partnership Name) [SEAL]

By: (Type Name and Title)

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

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____
COUNTY OF _____, GEORGIA