

STATE OF GEORGIA  
COUNTY OF HENRY

**CITY OF LOCUST GROVE**  
**STORMWATER FACILITY MAINTENANCE AGREEMENT**

LANDOWNER: \_\_\_\_\_

PROPERTY LOCATION / ADDRESS: \_\_\_\_\_

TAX PARCEL NUMBER: \_\_\_\_\_

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter called the "Landowner"), and the CITY OF LOCUST GROVE, a Georgia municipal corporation (hereinafter called the "City"), provides as follows:

**WHEREAS**, the Landowner is the owner of certain real property lying in Land Lot(s) \_\_\_\_\_ of the 2<sup>nd</sup> District within the incorporated limits of the City of Locust Grove, Henry County, Georgia and more particularly described as the set forth in Exhibit "A" attached hereto, which by reference is made a part hereof (hereafter called the "Subject Property").

**WHEREAS**, the Landowner is proceeding to develop the property for a residential subdivision / commercial development / other: \_\_\_\_\_, in accordance with the approved Final Site Plan/Subdivision Plat, Erosion & Sedimentation Control Plan, on file in the records of the City (hereinafter called the "Plans"), which are expressly made a part hereof, by reference. As approved, said Plans provide for management and detention of stormwater within the confines of the Subject Property; and,

**WHEREAS**, the City and the Landowner, its successors and assigns, including any duly incorporated association of homeowners, agree that the health, safety, and welfare of the residents of Locust Grove, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Subject Property; and,

**WHEREAS**, the City requires that on-site stormwater management facilities as shown on the Plans 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 Plans.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built 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 functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually to the City. The purpose of this 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, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with 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 City, the City 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 City to erect any structure of permanent nature on the land of the Landowner outside of any designated easement or land area set aside on the Final Plat 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.
6. The Landowner, its successors and assigns will perform the work necessary to keep these facilities in good working order as appropriate, in accordance with the maintenance schedule for the stormwater management facilities (including sediment removal) as incorporated in the approved plans.
7. In the event the City 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 City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. Should Landowner, its successors or assigns, not promptly pay the City its demand, when due, the City may call upon any commercial

surety bond, letter of credit, or other assurance of financial security given to secure the obligations of Landowner, its successors or assigns, under this Agreement.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner, its successors and assigns, agree to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly or were negligently designed.
9. The term of this Agreement shall be perpetual, unless and until such time as the City accepts formal dedication of the stormwater facilities on the Subject Property for future maintenance and operation.
10. 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.

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

**LANDOWNER:**

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

\_\_\_\_\_  
By: (Type Name & Title)

The foregoing Agreement was acknowledged before me  
This \_\_\_\_ day of \_\_\_\_\_, 2014, by

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CITY:**

CITY OF LOCUST GROVE, GEORGIA

(SEAL)

\_\_\_\_\_  
Mayor, City of Locust Grove

Attest: \_\_\_\_\_

Tracey Sullivan, City Clerk

The foregoing Agreement was acknowledged before me

This \_\_\_\_ day of \_\_\_\_\_, 2014, by

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**