STORMWATER MANAGEMENT FACILITY INPSECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between (Insert Full Name of Owner(S)) _____ hereinafter called the "Owner", and the City of Winder, a political subdivision of the State of Georgia, hereinafter called the "City".

WITNESSETH,

WHEREAS, the Owner is the Owner of certain real property described as (*Insert Tax Map/ Parcel Identification Number*) _____ as recorded by deed in the land records of Barrow County Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Owner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as (*Insert Name of Plan/Development)* _____, hereinafter referred to as the "Plan", which is expressly made as a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the Owner, including the (*Insert Name of Homeowners Association)* _____, hereinafter referred to as the "HOA" agree that health, safety, and welfare of residents of Winder, Georgia, require that on-site stormwater management facilities and Best Management Practices (BMPs) be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities and BMPs as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including the HOA.

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 and BMPs shall be constructed by the Owner in accordance with the plans and specifications identified in the approved Plan.
2. The Owner shall adequately maintain the stormwater management facilities and BMPs. This includes all pipes and channels designated as private facilities 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 designed functions.

3. The Owner shall inspect the stormwater management facilities and BMPs and submit an inspection report annually by July 1st to the City of Winder Utilities Department. 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 Owner will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities and BMPs (including sediment removal) is outlined on the approved plans, the schedule will be followed. The lack of a maintenance schedule on the approved plans shall not be construed that maintenance is not necessary or used as a defense that maintenance activities were not performed.
5. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities and BMPs whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints, or to conduct routine inspections. The City shall provide the Owner copies of the inspection findings and a directive, including a compliance schedule, to commence the necessary repairs.
6. In the event the Owner fails to maintain the stormwater management/BMP 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 Owner. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Owner outside of the easement for the stormwater management/BMP 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 obligation on the City.
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 Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner 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 land records of Barrow County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.
10. At such time as (1) Owner conveys the last lot in the subdivision and transfers the responsibility for the operation of the HOA to the lot Owners in the subdivision, or (2) Owner conveys its entire interest in the development or its last remaining interest in the

development to a successor in interest, and the stormwater management facilities and the BMPs are in proper working order, Owner shall have no further personal responsibility for the inspection and maintenance required herein. After legally binding arrangements have been made to pass the inspection and maintenance responsibility to the appropriate successors in title, such maintenance shall then be the responsibility of the HOA or the Owner's other successor in interest.

WITNESS the following signatures and seals:

_____

Company/Corporation/Partnership Name (Seal)

By: _____

_____

(Type/Print Name and Title)

The foregoing Agreement was acknowledged before me this____ day of _____, 20___, by

_____.

_____

NOTARY PUBLIC

My Commission Expires: _____

COUNTY OF _____, GEORGIA

By: _____

_____

(Type/Print Name and Title)