



# apw | STORMWATER AND FLOODPLAIN M A N A G E M E N T

## STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

STATE OF GEORGIA

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COUNTY OF COBB

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "Landowner", and the City of Austell, Georgia.

**WITNESSETH WHEREAS**, the Landowner is the owner of certain real property described as Parcel Number(s) \_\_\_\_\_, District \_\_\_\_\_, Land Lot(s) \_\_\_\_\_ as recorded by deed in the land records of Cobb County, Georgia, Deed Book \_\_\_\_\_ Page \_\_\_\_\_, hereinafter called "Property".

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

**WHEREAS**, the Site Plan/Subdivision known as \_\_\_\_\_ hereinafter called the "Plan", which is expressly made a part hereof, as approved by the Mayor and City Council of the City of Austell on \_\_\_\_\_, provides for detention of stormwater within the confines of the property; and

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

**WHEREAS**, the City of Austell requires that on-site stormwater management facilities as shown on the Plan 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 agree hereto 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 Plan.
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 of Austell.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually to the City of Austell. 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, inlet works, vegetation, and other elements identified on the plan. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City of Austell, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City of Austell deems necessary. The purpose of the inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City of Austell shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs if necessary.

**City of Austell  
Stormwater Management Facility  
Maintenance Agreement**

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 of Austell, the City of Austell may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the cost of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City of Austell 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 of Austell 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 of Austell.
6. The Landowner, its successors and assigns, 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 (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City of Austell 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 of Austell upon demand, within thirty (30) days of receipt thereof, for all actual costs incurred by the City of Austell.
8. This Agreement imposes no liability of any kind whatsoever on the City of Austell and the Landowner agrees to hold the City of Austell 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 Cobb 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 interest, including any homeowners association.

**WITNESS**

\_\_\_\_\_  
Randy L. Bowens, Director  
Austell Public Works

**NOTARY PUBLIC**

Signed, sealed, and delivered before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_ 20\_\_.

**APPROVED AS TO FORM**

\_\_\_\_\_  
M. Scott Kimbrough, City Attorney

**LANDOWNER OR DEVELOPER**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**CITY OF AUSTELL, GEORGIA**

\_\_\_\_\_  
Joe Jerkins, Mayor

\_\_\_\_\_  
Carolyn Duncan, City Clerk

\_\_\_\_\_  
Duane R. Demeritt, CFM, CECI  
Operations Manager  
Austell Public Works Stormwater Management Division