

**AFTER RECORDING RETURN TO:
Fayette County Environmental Management
140 Stonewall Avenue West, Suite 203
Fayetteville, GA 30214**

**STATE OF GEORGIA
FAYETTE COUNTY**

**INSPECTION AND MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT CONTROLS**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between (insert full name of owner) _____, his/her successors and assigns, including but not limited to any homeowners association, commercial developer, holder of any portion of the below described property, and/or similar (hereinafter called the "Landowner"), and Fayette County Board of Commissioners (hereinafter called the "County") WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Fayette County Tax Map/Parcel Identification Number) _____ and recorded by deed in the land records of Fayette County, Georgia, Deed Book _____ page _____, and Plat Book _____, page _____ hereinafter called the "Property".

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

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known as (insert 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 and/or management of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner agree that the health, safety, and welfare of the residents of Fayette County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan 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 on-site stormwater management facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall adequately maintain the stormwater management facilities and perform the work necessary to keep these facilities in good working order at all times, as

described in the *Operations and Maintenance Plan*, which is hereby agreed to and on file in the Fayette County Environmental Management Department. In the event a maintenance schedule for the stormwater management facilities is provided on the approved plans or in the *Operations and Maintenance Plan*, it shall be followed. The *Operations and Maintenance Plan* shall be used to determine what adequate maintenance and good working condition is acceptable by the County.

3. The Landowner shall inspect the stormwater management facility and submit an annual inspection report to the Fayette County Environmental Management Department. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover all applicable stormwater management facilities, including but not limited to, conveyance measures, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report along with a schedule for repair. The inspection procedures, frequency and report shall follow the procedures established in the project's *Operations and Maintenance Plan*.
4. The Landowner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The County shall provide the Landowner copies of the inspection findings and a directive to commence with the repairs, if necessary.
5. In the event the Landowner fails to maintain the stormwater management facilities in good working condition which is acceptable to the County, the County may issue citations to the Landowner for resulting, continuing ordinance violations, on a daily basis (as set forth in the Fayette County Code of Ordinances §1-8), until such time as the issues are satisfactorily resolved. Additionally, the County may enter upon the Property and take whatever steps necessary to correct deficiencies and to recover the costs of such repairs plus any associated costs through a judgment lien or other necessary means.

It is expressly understood and agreed that the County 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 County.

6. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of work as described in paragraph 5, for labor, use of equipment, supplies, materials, and/or similar purposes, the Landowner shall reimburse the County within thirty (30) days of receipt of a demand of payment for reimbursement of said costs.
7. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, as herein defined and/or any other successor in interest, including but not limited to, any homeowners association and/or developer.

9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provision and all other provisions shall remain in full force and effect.
11. The signors below hereby represent and covenant that they are clothed with the necessary authority to bind the parties which they represent to the terms and conditions of the foregoing agreement.

WITNESS the following signatures and seals:

Landowner:

Corporate/Owner Name Typed or Printed

President /Owner Signature

Witness

Notary

NOTARY SEAL

County of Fayette, Georgia

By: Charles Oddo
Chairman, Board of Commissioners

COUNTY SEAL

Chairman (signature)

Attest

By: _____
County Clerk