

**CITY OF FAYETTEVILLE**  
**STORMWATER FACILITY MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between (Insert Full Name of Owner) \_\_\_\_\_ hereinafter  
called the "Landowner", and the City of Fayetteville, hereinafter called the "City".  
WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax  
Map/Parcel Identification Number) \_\_\_\_\_ District No. \_\_\_\_\_,  
Land Lot \_\_\_\_\_ as recorded by deed in the land records of Fayette County, Georgia,  
Deed Book \_\_\_\_\_ Page \_\_\_\_\_, hereinafter called the "Property".

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

WHEREAS, 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 City, provides for detention of stormwater within the confines of the  
property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any  
homeowners association, agree that the health, safety, and welfare of the residents of City  
of Fayetteville, Georgia, require 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 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 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.

3. The Landowner, its successors and assigns, 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, berms, outlet structure, 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 the 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 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.

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 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.

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 land records of Fayette 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 WHEREOF, the parties have executed and delivered this Agreement under seal, on the day and year first written above.

**LANDOWNER:**

\_\_\_\_\_  
Company/Corporation/Partnership Name (Seal)

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2007  
in the presence of:

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

\_\_\_\_\_  
Notary Public

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

County of Commission: \_\_\_\_\_

[NOTARY SEAL]

**CITY OF FAYETTEVILLE**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2007  
in the presence of:

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

\_\_\_\_\_  
Notary Public

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

County of Commission: \_\_\_\_\_

[NOTARY SEAL]