



**City of Fort Oglethorpe
Building Department
500 City Hall Drive
Fort Oglethorpe, Georgia 30742
706-866-2544 ext. 1200**

Stormwater Maintenance Agreement

THIS AGREEMENT, made and entered into this ____ day of _____, 20____,
by and between _____ hereinafter called
“Landowner” and the Governing Authority of Fort Oglethorpe, hereinafter call the “City
of Fort Oglethorpe”. WITNESSETH, that:

WHEREAS, the Landowner is the owner of certain real property described as
_____ (Tax Map/Parcel Identification Number) as recorded by
deed in the land records of Catoosa County, Georgia in 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 on the final plat) hereinafter called the “Plan”, which is
expressly made a part hereof, as approved or to be approved by the City of Fort
Oglethorpe, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City of Fort Oglethorpe and the Landowner, its successors and
assigns, including any homeowner association, agree that the health, safety and welfare
of the residents of the City of Fort Oglethorpe, Georgia, require that on-site stormwater
management facilities be constructed and maintained on the property; and

WHEREAS, the City of Fort Oglethorpe 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 the 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 of Fort Oglethorpe.
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 inspections report.
4. The Landowner, its successors and assigns, hereby grant permission to the City of Fort Oglethorpe, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City of Fort Oglethorpe deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City of Fort Oglethorpe shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fail to maintain the stormwater management facilities in good working condition acceptable to the City of Fort Oglethorpe, the City of Fort Oglethorpe 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 of Fort Oglethorpe to erect any structure of permanent nature on the land of the Landowner outside of the easement for the storm water management facilities. It is expressly understood and agreed that the City of Fort Oglethorpe 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 to the City of Fort Oglethorpe.

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. All obligations of Landowner hereunder shall be performed by Landowner at its expense.

8. In the event the City of Fort Oglethorpe 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 Fort Oglethorpe upon demand, within (30) days of receipt thereof for all actual costs incurred by the City of Fort Oglethorpe hereunder.

9. This Agreement imposes no liability of any kind whatsoever on the City of Fort Oglethorpe and the Landowner agrees to hold the City of Fort Oglethorpe harmless from any liability in the event the stormwater management facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Catoosa 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 the following signatures and seals:

Signature
Company/Corporation/Partnership Name (Seal)

Print Name

Signature (Witness)

Print Name

Subscribed and sworn to
before me this ____ day of _____, _____.

Notary Public
My Commission Expires: _____

Mayor, City of Fort Oglethorpe

Print Name

Signature (Witness)

Print Name

Subscribed and sworn to
before me this ____ day of _____, _____.

Notary Public
My Commission Expires: _____