



## **STORMWATER MAINTENANCE AGREEMENT CITY OF ETON, GEORGIA**

**WHEREAS**, the Property Owner \_\_\_\_\_ recognizes that the structural and non-structural stormwater management facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, \_\_\_\_\_, located in Land Lot(s)\_\_\_\_\_, District(s)\_\_\_\_\_, Section\_\_\_\_\_, of the City of Eton, Georgia, a political subdivision of the State of Georgia (hereinafter called the "City"), and,

**WHEREAS**, the Property Owner is the owner of real property as described above and as recorded in Deed Book \_\_\_\_\_ Page Number \_\_\_\_\_ at the Murray County Courthouse, (hereinafter referred to as "the Property"), and,

**WHEREAS**, The City of Eton, Georgia, and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that on August 4, 2015, the Mayor and Council, of the City of Eton, Georgia, adopted the Ordinance for Post-development Stormwater Management for New Development and Redevelopment to protect public health and safety, protection of public and private property and infrastructure, and environmental protection from post-development stormwater runoff quality and quantity impacts resulting from the permanent alteration of the character and hydrology of the land surface as well as the nonpoint source pollution from land use activities, and,

**WHEREAS**, the Development Regulations, of City of Eton, Georgia, require that the facility, or facilities as shown on the development plans and specifications submitted after August 4, 2015 be constructed and maintained per the technical criteria and standards of the Georgia Stormwater Management Manual and the City of Eton, Georgia, and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**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:

### **SECTION 1**

The facility or facilities shall be constructed by the Property Owner in accordance with the approved plans and specifications for the development.

## **SECTION 2**

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition, determined through site inspection by a representative of the City of Eton, Georgia, or its authorized agents, and employees.

## **SECTION 3**

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City of Eton, Georgia, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary.

## **SECTION 4**

In the event the Property Owner, its administrators, executors, successors, heirs, or assigns fails to maintain and/or repair the facility or facilities as shown on the approved plans and specifications in good working order, determined through site inspection, by the City of Eton, Georgia, its authorized agents, and employees, in accordance with the Georgia Stormwater Management Manual (latest edition), the City, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City. If this event shall occur the Property Owner, its administrators, executors, successors, heirs, or assigns shall be liable for all cost associated with restoring the stormwater facilities to fully working order.

## **SECTION 5**

In the event the City of Eton, Georgia, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities.

## **SECTION 6**

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

## **SECTION 7**

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments on its own initiative or when requested by the City of Eton, Georgia. Sediment disposal shall be in accordance with all local, state, and federal rules, regulations, and statutes.

## **SECTION 8**

At the City's request, the Property Owner shall provide the City of Eton, Georgia, with a bond, or a letter of credit providing for the maintenance of the facility or facilities pursuant to the Post Development Stormwater Development Ordinance and/or other ordinances/regulations as adopted by the Mayor and Council, of the City of Eton, Georgia, concerning Maintenance Agreements.

## **SECTION 9**

The Property Owner shall use the approved design plans as a guide to the required maintenance of the stormwater facilities or the standard Best Management Practice (BMP) Operation and Maintenance Inspection Reports in the Georgia Stormwater Management Manual, or similar reports approved by the City of Eton, Georgia, whichever is more stringent, for the purpose of a minimal annual inspection of the facility or facilities, by a qualified inspector.

## **SECTION 10**

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City of Eton, Georgia, and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner, or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment, or claims against the City, its authorized agents, or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

## **SECTION 11**

This Agreement shall be recorded among the deed records of the Clerk of Superior Court, of Murray County, Georgia, and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns, and any other successors in interest.

## **SECTION 12**

This Agreement may be enforced by proceedings at law, or in equity by or against the parties hereto and their respective successors in interest.

## **SECTION 13**

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

**STORMWATER FACILITY MAINTENANCE AGREEMENT**

**SO AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Property Owner: \_\_\_\_\_

Address of Property Owner: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_  
(President or Vice President)

Title: \_\_\_\_\_  
(Corporate Secretary or Notary)

(CORPORATE OR NOTARY SEAL)

**THE CITY OF ETON, GEORGIA**

Attest: \_\_\_\_\_  
City Clerk

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

(CITY SEAL)

Attachments:

Exhibit A: Minimum Inspections, Operation and Maintenance Requirements of  
Approved Stormwater Control Structure

Exhibit B: Inspection, Operation, and Maintenance Requirements by Site Design  
Engineer

**Exhibit A: GENERAL INSPECTION AND MAINTENANCE/REPAIR SCHEDULE**

<b>STORMWATER FACILITY</b>	<b>CITY INSPECTION FREQUENCY</b>	<b>OWNER MAINTENANCE FREQUENCY</b>
Wet Pond	Once per Year	Once per Quarter, Year and after a Major Rain Event (>3")
Dry Pond	Once per Year	Once per Quarter, Year and after a Major Rain Event (>3")
Constructed Wetlands	Once per Year	Once per Quarter, Year and after a Major Rain Event (>3")
Filtration Facility	Once per Year	Once per Quarter, Year and after a Major Rain Event (>3")
Enhanced Swales, Grass Channels and Filter Strips	Once per Year	Once per Quarter, Year and after a Major Rain Event (>3")
Other Stormwater Infrastructure (culverts, pipes, drop inlets, outfalls, etc.)	20% per Year	Maintain if > 25% full of debris; Repairs should be done asap and no more than 30 days unless approval by City is obtained

**Exhibit B: INSPECTION, OPERATION AND MAINTENANCE  
REQUIREMENTS OF APPROVED STORMWATER CONTROL  
STRUCTURE**

*(To be provided by the Design Engineer based on the GA Stormwater Management  
Design Manual or Designers of City-approved Proprietary Device)*