



## STORMWATER MAINTENANCE AGREEMENT

**STATE OF GEORGIA**

**COUNTY OF MURRAY**

**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 Murray County, Georgia, a political subdivision of the State of Georgia (hereinafter called the "County"), 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 Owner"), and,

**WHEREAS**, The County and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that on March 3, 2015, the Sole Commissioner, of Murray County, 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 Murray County, Georgia, require that the facility, or facilities as shown on the development plans and specifications submitted after March 3, 2015 be constructed and maintained per the technical criteria and standards of the Georgia Stormwater Management Manual and Murray County, 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 County, or its authorized agents, and employees.

### SECTION 3

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the County, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the County 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 County, its authorized agents, and employees, in accordance with the Georgia Stormwater Management Manual (latest edition), the County, 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 County to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the County 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 County. 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 County, 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 County, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the County hereunder. If not paid within the prescribed time period, the County 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 County 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 monitored and removed as needed to ensure the structure functions as designed. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments on its own initiative or when requested by the Murray County, Georgia. Sediment disposal shall be in accordance with all local, state, and federal rules, regulations, and statutes.

#### **SECTION 8**

At the County's request, the Property Owner shall provide Murray County, 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 Sole Commissioner of Murray County, 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 County, whichever is more stringent, for the purpose of the 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 County, and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner, or the County. In the event a claim is asserted against the County, its authorized agents or employees, the County 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 County, 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.

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

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

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

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

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

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

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

Typed

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

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

(CORPORATE OR NOTARY SEAL)

**MURRAY COUNTY, GEORGIA**

By: \_\_\_\_\_  
Murray County Sole Commissioner

Attest: \_\_\_\_\_  
County Clerk

(COUNTY SEAL)

Attachments:  
Exhibit A and Exhibit B

**Exhibit A. General Inspection and Maintenance/repair Schedule**

<b>Stormwater FACILITY</b>	<b>COUNTY 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 County-approved Proprietary Device)*