

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT

Newton County, GA

Water Resources Management

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between _____ hereinafter called the "Landowner", and the Board of Commissioners of Newton County, Georgia, hereinafter called the "County". **WITNESSETH**, that

WHEREAS, the Landowner is the owner of certain real property described on **Exhibit "A,"** attached hereto, hereinafter called the "**Property**" and

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

WHEREAS, Site Plan known as _____ hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the **Property**; and

WHEREAS, the County and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of Newton County, Georgia, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and 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:

1. The on-site stormwater management/BMP 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 shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels 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. An Annual Inspection Report is required to be kept at the Property.
3. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP 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 County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the County deems necessary. The County shall make every effort to provide advance notice to the Landowner, its

successors and assigns, prior to entry, except in the case of an emergency, and shall not interfere with the operation of the Landowner's business on the Property. Notice to the manager of Landowner's retail operation on the Property shall be sufficient notice prior to entry for inspection purposes. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The County 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/BMP facilities in good working condition acceptable to the County, the County shall notify the Landowner, its successors and assigns, by certified mail. Such notice shall specify the measures necessary to comply with the County's requirements and shall specify the time within which such measures shall be completed. If Landowner refuses to meet the requirements of this Agreement, the County may, thirty (30) days after written notice is sent (except that, in the event the violation constitutes an immediate danger to public health or public safety, no advance written notice shall be required) enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the reasonable costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. 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. The Landowner, its successors and assigns, shall perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the County 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 County upon demand, within thirty (30) days of receipt thereof for all documented, actual costs incurred by the County hereunder.

8. The Landowner agrees to hold the County harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly, unless such failure is caused by the act of the County, its authorized agents or employees.

9. This Agreement shall be recorded among the land records of Newton 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.

[Signatures appear on the following page.]

WITNESS the following signatures and seals:

Landowner:

By: _____

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by

NOTARY PUBLIC

My Commission Expires: _____

[Signatures continue on the following page.]

County:

Newton County, Georgia

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by

_____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

County Attorney Date