

After recording return to:  
Fayette County Environmental Management  
140 Stonewall Avenue West, Suite 203  
Fayetteville, Georgia 30214

STATE OF GEORGIA  
COUNTY OF FAYETTE

INSPECTION AND MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT CONTROLS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between (insert full name of owner) \_\_\_\_\_, his/her successors and assigns, including but not limited to any homeowners' association, commercial developer, holder of any portion of the below described property, and/or similar entity (hereinafter referred to as the "Landowner"), and Fayette County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter referred to as the "County") for the purpose of addressing required inspection and maintenance of stormwater controls.

W I T N E S S E T H:

WHEREAS, the Landowner is the owner of certain real property described as Fayette County Tax Parcel Identification Number \_\_\_\_\_, and the deed for which is recorded in the land records of Fayette County, Georgia at Deed Book\_, Page\_, and at Plat Book \_\_\_\_\_, Page \_\_\_\_\_ (hereinafter called the "Property"); and

WHEREAS, the Landowner is proceeding to build on and develop the Property (hereinafter referred to as the "Development"); and

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan for the Development known as (insert name of Development) \_\_\_\_\_ (hereinafter referred to as the "Plan") is expressly made a part hereof by this reference, said Plan as approved or to be approved by Fayette County, provides for the detention and/or management of stormwater within the confines of the Property; and

WHEREAS, the County and the Landowner agree that the health, safety and welfare of the residents of Fayette County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, the receipt and sufficiency of which being hereby acknowledged by the County and the Landowner, the County and the Landowner agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall adequately maintain the stormwater management facilities and perform the work necessary to keep these facilities in good working order at all times, as described in the *Operations and Maintenance Plan*, which is hereby agreed to and on file in the Fayette County Environmental Management Department. In the event a maintenance schedule for the stormwater management facilities is provided on the approved plans or in the *Operations and Maintenance Plan*, it shall be followed. The *Operations and Maintenance Plan* shall be used to determine what is meant by “adequate maintenance” and “good working condition” which is required by the County.
3. The Landowner shall inspect the stormwater management facilities and submit an annual inspection report to the Fayette County Environmental Management Department. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover all applicable stormwater management facilities, including but not limited to, conveyance measures, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report along with a schedule for repair. The inspection procedures, frequency and report shall follow the procedures established in the Development’s *Operations and Maintenance Plan*.
4. The Landowner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The County shall provide the Landowner copies of the inspection findings and a directive to commence with repairs, if necessary.
5. In the event the Landowner fails to maintain the stormwater management facilities in good working condition, the County may issue citations to the Landowner for resulting, continuing violations, on a daily basis as set forth in the Fayette County Code of Ordinances § 1-7, until such time as the issues are satisfactorily resolved. Additionally, the County may enter upon the Property and take whatever steps necessary to correct deficiencies. The County may recover the costs of such repairs plus any associated costs through a judgment lien or other available means.

It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of work as described in paragraph 5 herein, for labor, use of equipment, supplies, materials, and/or similar purposes, the Landowner shall

reimburse the County within thirty (30) days of receipt of a demand for payment of said costs.

- 7. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.
- 8. 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 and/or any successor in interest, including but not limited to, any homeowners' association and/or developer.
- 9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
- 10. Invalidation of any one or more of the provisions of this Agreement shall in no way affect any other provision and all other provisions shall remain in full force and effect.
- 11. The signatories below hereby represent and covenant that they are clothed with the necessary authority to bind the parties which they represent to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, we have set our hands and placed our seals on the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
LEE HEARN, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. Smith, County Clerk

Personally appeared before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:\_\_\_\_\_.

(SEAL)

\_\_\_\_\_

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

\_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

Personally appeared before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_.