

STORMWATER MANAGEMENT
INSPECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between (*Insert Full Name of Owner*) _____ hereinafter called the "Landowner", and Oconee County, a political subdivision of the State of Georgia, hereinafter called the "County",

WITNESSETH,

WHEREAS, the Landowner is the owner of certain real property described as (*Insert Oconee County Tax Map/Parcel Identification Number*) _____ as recorded by deed in the land records of Oconee County, Georgia, 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 (*Insert Name of Plan/Development*) _____, 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, including the (*Insert Name of Homeowners Association*) _____ Homeowners Association, (the "HOA") agree that the health, safety, and welfare of the residents of Oconee County, Georgia, require that on-site stormwater management facilities and Best Management Practices (BMPs) be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities and BMPs as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including the HOA.

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 facilities and BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified in the approved Plan.
2. The Landowner shall adequately maintain the stormwater management facilities and BMPs. This includes all pipes and channels designated as private facilities 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 designed functions.
3. The Landowner shall inspect the stormwater management facilities and BMPs and submit an inspection report annually by July 1st to the Oconee County Public Works Department. 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 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 and BMPs (including sediment removal) is outlined on the approved plans, the schedule will be followed. The lack of a maintenance schedule on the approved plans shall not be construed that maintenance is not necessary or used as a defense that maintenance activities were not performed.

5. 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 and BMPs whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints, or to conduct routine inspections. The County shall provide the Landowner copies of the inspection findings and a directive, including a compliance schedule, to commence the necessary repairs.

6. In the event the Landowner fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the County, the County 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. This provision shall not be construed to allow the County to erect any structure of a 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.

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 shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder. If payment is not made, it is understood that the County may create a Special Tax District and assess each landowner in the development to reimburse the cost of repairs plus reasonable administrative costs associated with the creation of the Special Tax District.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to save and hold the County harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Oconee 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, including any homeowners association.

10. At such time as (1) Landowner conveys the last lot in the subdivision and transfers the responsibility for the operation of the HOA to the lot owners in the subdivision, or (2) Landowner conveys its entire interest in the development or its last remaining interest in the development to a successor in interest, and the stormwater management facilities and the BMPs are in proper working order, Landowner shall have no further personal responsibility for the maintenance required herein. After legally binding arrangements have been made to pass the inspection and maintenance responsibility to the appropriate successors in title as required by Sections 1116 and 1117 of the Oconee County Unified Development Code, such maintenance shall then be the responsibility of the HOA or the Landowner's other successor in interest.

In witness whereof the Landowner has set its hand, affixed its seal and delivered these presents, the date and year written above.

Company/Corporation/Partnership Name (Seal)

By: _____
(Type/Print Name and title)

Attest: _____
(Type/Print Name and title)

Signed sealed and delivered in
the presence of:

Unofficial Witness

Notary Public,

Accepted:
Oconee County

By _____
Chairman of the Board of Commissioners