

CITY OF CARTERSVILLE STORMWATER UTILITY

Maintenance Agreement

STATE OF GEORGIA

COUNTY OF BARTOW

THIS COVENANT, made and entered into this ____ day of _____, 20____, by (Insert Full Name of Owner) _____ hereinafter called the "Landowner,

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) _____ as more particularly described in the warranty deed recorded in Deed Book _____, at page _____, public records of Bartow County, Georgia, hereinafter call the "Property."

-OR-

Exhibit "____" attached hereto and made a part of this Covenant.

WHEREAS, the Landowner is proceeding to construct improvements on the "Property"; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, (Name of Plan/Development) hereinafter called the "Plan," filed at the Public Works Department of the City of Cartersville (the "City") which is expressly made a part hereof, as approved or to be approved by the City, and which provides for detention of stormwater within the confines of the Property; and

WHEREAS, Landowner, agrees that the health, safety, and welfare of the residents of the City, require that on-site stormwater structural controls (SCs) be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater SCs as shown on the Plan be constructed and adequately maintained by the Landowner, in conformity with provisions of Section 24-441 of the Cartersville Municipal Code;

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Landowner, for itself, its successors, and assigns covenants and agrees as follows:

1. The on-site stormwater SCs, as shown on the Plan, 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 SCs, including all pipes, channels or other conveyances built to convey stormwater from the property, as well as all structures, improvements, and vegetation required to control the quantity and quality of the stormwater. "Adequate maintenance" as used herein means good working condition so that the SCs perform their design functions and are preserved in accordance with the Stormwater Management Operation & Maintenance Plan on file at the Engineering Department of the City
3. On each anniversary of this Covenant, the Landowner shall inspect the SCs and submit an inspection report on a form furnished by the City. The purpose of the inspection is to assure safe and proper functioning of the SCs. The inspection shall cover the entire SCs, as shown on the Plan, and any deficiencies shall be noted in the inspection report.
4. The Landowner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property for the purpose of inspecting the stormwater SCs as the City deems necessary. The

purpose of such inspections is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner copies of the inspection findings and a statement of any necessary repairs required to be made by the Landowner

5. In the event the Landowner fails to maintain the stormwater SCs in good working condition acceptable to the City, the City 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. The Landowner expressly understands and agrees that the City is under no obligation to routinely maintain or repair the stormwater SCs, and in no event shall this Covenant be construed to impose any such obligation on the City.

6. The cost of such repairs shall constitute a lien, in favor of the City, enforceable against the property as provided in section 24-441 of the Cartersville Municipal Code.

7. The Landowner agrees to fully indemnify and hold the City harmless from any liability resulting from failure of the stormwater SCs maintained on the Property to operate properly.

8. This Covenant shall be recorded in the public records of the Bartow County, Georgia, and shall constitute a perpetual covenant running with the land, and shall be binding on the Landowner, its heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Landowner has executed and delivered this covenant the day and year first above written.

Signed, sealed and delivered in the presence of:

LANDOWNER

BY: _____
TITLE

UNOFFICIAL WITNESS

NOTARY PUBLIC

(CORPORATE SEAL)