

(SPACE RESERVED FOR RECORDER'S USE)

STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF EMERSON, GEORGIA

WHEREAS, the Property Owner _____ recognizes that the 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) _____, of Bartow County, Georgia; and,

WHEREAS, the Property Owner owns the real property more particularly described on the attached Exhibit A (hereinafter referred to as "the Property"), and,

WHEREAS, The City of Emerson (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

WHEREAS, the Property Owner grants to the City an non exclusive ingress/egress easement over the Property as described in Exhibit A, and,

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 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 acceptable to the Emerson and in

accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

SECTION 3

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of City to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

SECTION 4

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, 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 City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City 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 City.

SECTION 5

In the event the City, pursuant to the 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 City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City 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 City 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 catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

SECTION 8

The Property Owner shall provide the City with a bond or a letter of credit providing for the maintenance of the facility or facilities pursuant to the City's Development Regulations concerning Maintenance Agreements.

SECTION 9

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit D and by this reference made a part hereof for the purpose of a minimal 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 City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City 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 City, 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 Bartow County 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.

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20 _____.

PROPERTY OWNER CORPORATION

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Typed or Printed Name

Title: _____
(President or Vice President)

Attest: _____
Signature of Witness

Typed or Printed Name

Title: _____
(Corporate Secretary or Corporate
Secretary Assistant)

(CORPORATE SEAL)

EMERSON, GEORGIA

Attest: _____
City Clerk

By: _____
CITY OF EMERSON

(CITY SEAL)

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20 _____.

PROPERTY OWNER PARTNERSHIP

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Typed or Printed Name

Title: _____
(President or Vice President)

Attest: _____
Signature of Witness

Typed or Printed Name

Title: _____
(Corporate Secretary or Corporate
Secretary Assistant)

(CORPORATE SEAL)

EMERSON, GEORGIA

Attest: _____
City Clerk

By: _____
CITY OF EMERSON

(CITY SEAL)

Attachments:

- Exhibit A. Plat and Legal Description
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- Exhibit D. Example Operation and Maintenance Inspection Report

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20_____.

PROPERTY OWNER LIMITED LIABILITY CORPORATION

Name of LLC: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Typed or Printed Name

Title: _____
(President or Vice President)

Attest: _____
Signature of Witness

Typed or Printed Name

Title: _____ (Seal)
(Notary Public)

EMERSON, GEORGIA

Attest: _____
City Clerk

By: _____
CITY OF EMERSON

(CITY SEAL)

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20_____.

***PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY
BY SEVERAL INDIVIDUALS***

By: _____
Signature

Typed or Printed Name

Attest: _____
Signature of Witness

Typed or Printed Name

By: _____
Signature

Typed or Printed Name

Attest: _____
Signature of Witness

Typed or Printed Name

Title: _____ (Seal)
(Notary Public)

EMERSON, GEORGIA

Attest: _____
City Clerk

By: _____
CITY OF EMERSON

(CITY SEAL)

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EXHIBIT B

STORMWATER FACILITY INSPECTION AND MAINTENANCE SCHEDULE CITY OF EMERSON, GEORGIA

STORMWATER FACILITY	INSPECTION FREQUENCY	MAINTENANCE FREQUENCY
Wet Pond	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Dry Pond	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Constructed Wetlands	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Filtration Facility	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Enhanced Swales, Grass Channels and Filter Strips	Once per Year	Once per Month, Year and after a Major Rain Event (>2")

Required Maintenance – All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual. (Maintenance requirements are detailed for each structural control. See www.georgiastormwater.com for more information). In general, the City is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

EXHIBIT C
PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT
CITY OF EMERSON, GEORGIA

THIS EASEMENT granted this _____ day of _____, 20____
between the property owner _____ as party of the first part,
hereinafter referred to as Grantor, and **THE CITY OF EMERSON**, a political subdivision of
the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00)
in hand paid at and before the sealing and delivery of this easement and in consideration of the
agreements and covenants contained in this document and the Maintenance Agreement between
Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the
property shown on Exhibit "A" to the Maintenance Agreement, as shown and identified on the
plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities
to the Water Quality Best Management Practice (BMP) facility, and to prevent development of
the property within the easement following issuance of the Certificate of Occupancy or in the
case of a residential subdivision, the approval of the Final Plat, without written permission from
the City of Emerson. This easement is required by the provisions of the Maintenance Agreement
executed by and between the Grantor and Grantee.

**PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT**

SO AGREED this _____ day of _____, 20_____.

***PROPERTY OWNER
CORPORATION***

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Typed or Printed Name

Title: _____
(President or Vice President)

Attest: _____
Signature of Witness

Typed or Printed Name

Title: _____
(Corporate Secretary or Corporate
Secretary Assistant)

(CORPORATE SEAL)

EMERSON, GEORGIA.

Attest: _____
City Clerk

By: _____
CITY OF EMERSON

(CITY SEAL)

Attachments:

Exhibit 1. Plat of Easement

**PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT**

SO AGREED this _____ day of _____, 20____ .

***PROPERTY OWNER
PARTNERSHIP***

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or Corporate
Secretary Assistant)

(CORPORATE SEAL)

EMERSON, GEORGIA

Attest: _____
City Clerk

By: _____
CITY OF EMERSON

(CITY SEAL)

Attachments:

Exhibit 1. Plat of Easement

**PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT**

SO AGREED this _____ day of _____, 20_____.

***PROPERTY OWNER
LIMITED LIABILITY CORPORATION***

Name of LLC: _____, A Georgia Limited Liability Company
Printed or Typed Name

By: _____
Signature

Typed or Printed Name

Title: _____
(President or Vice President)

Attest: _____
Signature of Witness

Typed or Printed Name

Title: _____ (Seal)
(Notary Public)

EMERSON, GEORGIA

Attest: _____
City Clerk

By: _____
CITY OF EMERSON

(CITY SEAL)

Attachments:

Exhibit 1. Plat of Easement

**PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT**

SO AGREED this _____ day of _____, 20 _____.

***PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY
BY SEVERAL INDIVIDUALS***

By: _____
Signature

Typed or Printed Name

Attest: _____
Signature of Witness

Typed or Printed Name

By: _____
Signature

Typed or Printed Name

Attest: _____
Signature of Witness

Typed or Printed Name

Title: _____ (Seal)
(Notary Public)

EMERSON, GEORGIA

Attest: _____
City Clerk

By: _____
CITY OF EMERSON

(CITY SEAL)

Attachments:

Exhibit 1. Plat of Easement

EXHIBIT D

OPERATION AND MAINTENANCE INSPECTION REPORT FOR STORMWATER MANAGEMENT PONDS CITY OF EMERSON, GEORGIA

Inspection Date _____ Inspector Name _____

Project Location _____

Description of Pond (normal pool or dry) _____

Watershed _____ Parcel ID _____

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
i. Upstream					
ii. Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					

a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Required					
b. Graffiti Removal Required					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

SUMMARY

1. Inspector's Remarks: _____

2. Overall Condition of Facility (Check One) Acceptable _____

Unacceptable _____

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: _____
Inspector

Date: _____