

Stormwater Management Facility Inspection and Maintenance/ Indemnification Agreement

WHEREAS, _____ (the “Owner”) is or prior to permitting of the improvements will be the owner of the real property described on Exhibit “A”, attached hereto and made a part hereof by reference, containing approximately _____ acres and located in the City of Atlanta (the “City”) at _____ in Land Lot _____ of the _____ District, _____ County, Georgia (the “Property”); and

WHEREAS, the Owner desires to make certain improvements to the property and obtain a building permit from the City for such improvements; and

WHEREAS, the improvements the Owner desires to make to the property include a storm water management facility consisting of _____, further described on Exhibit “B”, attached hereto and made a part hereof by reference; and

WHEREAS, ongoing inspection and maintenance of the stormwater management facility is necessary to ensure its continued function as designed and constructed or preserved, an Operations and Maintenance Plan is required, described on Exhibit “C”, attached hereto and made a part hereof by reference; and

WHEREAS, the City requires the execution of a Stormwater Management Inspection and Maintenance Agreement in accordance with City Code Section 74-511 prior to and as a condition of receiving a permit for the improvements included on the plans prepared by _____ and dated _____, said plans incorporated by reference into this Agreement, as maintained in the records of the City.

THEREFORE, in order for the City to issue a building permit to the Owner, the Owner agrees for him/her self(s), his/her agents, his /her assigns and successors in title to the property, to the following:

- 1) To indemnify the City of Atlanta, its officers, agents, and employees, successors and assigns from any damages or claims for damages arising out of a) the construction or use of the stormwater management facility as shown on the above referenced plans, b) the additional runoff or discharge of storm water from the property caused by the improvements to the property, or c) any up-stream or down-stream adverse impacts due to structural, design, installation, maintenance or any other failure of the stormwater facility.
- 2) To file and record the executed agreement and all the exhibits in the Fulton or DeKalb County Courthouse. The agreement is a permanent covenant running with the land and shall be binding upon the successors in title of the Owner.
- 3) To own, operate, and maintain the stormwater facility in good order and repair, as designed and permitted and not to encroach upon, diminish, or alter the stormwater management facility without first obtaining an appropriate building permit from the City for any subsequent modifications.
- 4) To provide an annual inspection and maintenance report to the City to ensure continuing

proper performance of the stormwater management facility as designed. The inspection and the report will be performed and attested to by a qualified professional having certified Level II Georgia Soil and Water Conservation Commission Specialist standing and shall conform to the format shown in Appendix E of the Georgia Stormwater Management Manual. Any deficiencies noted in either operation or maintenance of the facility(s) must be included in the report along with the proposed remedies required and a time table for their implementation. If portions of the property are subsequently sold or otherwise transferred to new ownership, legally binding arrangements must be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements must designate for each portion of the site the party to be responsible for its inspection and maintenance. A copy of the report must be submitted to the City of Atlanta, Department of Watershed Management and will be due annually on the date specified by the Department.

The Owner, in conjunction with this Agreement and in accordance with Section 74-517 of the City Code, acknowledges that the City may enter the Property at reasonable times and in a reasonable manner for the purpose of inspection. The Owner further acknowledges that that if the Owner fails or refuses to meet the requirements of this agreement, the City may, after appropriate notice, enter the property to correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility in proper working condition. When the City must perform such repairs or improvements, all costs for work associated with bringing the stormwater management facility back to good order and repair shall be at the Owner's sole cost and expense.

The rights and obligations granted herein shall run with the land and shall be binding upon the Owner, its successors and assigns.

IN WITNESS WHEREOF, the Owner has caused this Stormwater Management Facility Inspection and Maintenance/ Indemnification Agreement to be duly executed under seal, this _____ day of _____, 2_____

Unofficial Witness

Notary Public
My commission expires:

OWNER
By: _____

(Print)

Its: _____
(Title of authorized representative)

Notary Seal

(Corporate Seal)