



**STORMWATER INFRASTRUCTURE OPERATION AND MAINTENANCE AGREEMENT
RESIDENTIAL INSTALLATIONS**

Project Address: _____

Parcel ID Number: _____

This Residential Stormwater Infrastructure Operation and Maintenance, made and entered into this ___ day of _____, 20___, by _____ (Name of Property Owner) hereinafter called the "Property Owner", with, to and for the benefit for and the City of Roswell, Georgia, hereinafter called the "City".

WHEREAS, Property Owner has applied to the City for a permit to construct _____
_____; and
(short description of proposed project)

WHEREAS, construction of such a project requires compliance with the City's stormwater ordinance Unified Development Code Section 12.5, including construction and perpetual maintenance of stormwater infrastructure on the Property; and

WHEREAS, City staff has determined that the referenced Stormwater Infrastructure will meet City requirements, and Property Owner has agreed to build and maintain the described Stormwater Infrastructure;

NOW THEREFORE, the City and Property Owner agree as follows:

For the City:

1. City requires that the Stormwater Infrastructure be built as set out in the project site plan attached hereto as Exhibit "A," and maintained as set out in the Inspection and Maintenance Plan attached hereto as Exhibit "B", which are incorporated herein as though fully set out.
2. City shall have the right to enter the Property during regular business hours for the purpose of inspecting the Stormwater Infrastructure for compliance with Exhibits "A" and "B".
3. City will try to provide Property owner notice of such inspection in advance to alleviate any inconvenience to Property owner.
4. In case of emergency, City shall have the right to enter the Property to take necessary action to correct the situation.
5. Should Property Owner fail to maintain the Stormwater Infrastructure as required by Exhibit B, City may, but is not required to, enter the Property and perform any necessary



maintenance. City and Property Owner agree that the cost of such service to the City shall be considered the abatement of a nuisance, for which Property owner is liable and the City shall be entitled to place a lien upon the Property to recover such cost.

For the Property Owner:

1. I agree to be responsible for the operation of, inspection of, and maintenance of the Stormwater Infrastructure(s) as set out in Exhibits "A" and "B".
2. I will provide required maintenance or make required repairs immediately.
3. I will maintain records of inspections and maintenance performed.
4. If modifications or removal of the infrastructure(s) is required or desired, I will notify the City a minimum of 30 days prior to performing this work.

This Instrument 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 or property owners association.

WITNESS the following signatures and seals:

By: _____
(Signature of Property Owner)

(Type Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

(Seal)

NOTARY PUBLIC

My Commission Expires: _____



**STORMWATER INFRASTRUCTURE OPERATION AND MAINTENANCE AGREEMENT
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Exhibit A

Project Site Plan
(Insert behind this sheet)



**STORMWATER INFRASTRUCTURE OPERATION AND MAINTENANCE AGREEMENT
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Exhibit B

Inspection and Maintenance Plan
(Insert behind this sheet)