

**STATE OF GEORGIA**

**COBB COUNTY**

**DECLARATION OF STORMWATER MANAGEMENT, INSPECTION AND MAINTENANCE**

**WHEREAS**, the undersigned property owner, \_\_\_\_\_, a Georgia limited liability company, recognizes that the storm drain structures, pipes, water quality units and all aspects of a stormwater management facility must be maintained for that certain development referred to as \_\_\_\_\_, of the City of Marietta, Cobb County, Georgia, being more particularly described by the legal description in Exhibit “A” attached hereto and made a part hereof; and,

**WHEREAS**, \_\_\_\_\_ is the current owner of the real property more particularly described on the attached Exhibit “B” – Site Plan (hereinafter referred to as “the Property”), and,

**WHEREAS**, \_\_\_\_\_ designates \_\_\_\_\_ as its representative for receipt of notice to insure its compliance of this Declaration and of the City of Marietta Code for the inspection and maintenance of the stormwater management facility on the property identified in Exhibit “A”.

**WHEREAS**, \_\_\_\_\_ agrees that the health, safety and welfare of the citizens of the city require that a stormwater management facility be constructed and maintained on the Property, and,

**WHEREAS**, the City of Marietta Code requires that the storm drain structures, pipes, water quality units and all aspects of the stormwater management facility, as shown on the approved development plans and specifications, be constructed and maintained initially by \_\_\_\_\_ and subsequently its successors and assigns as the record title owner(s) of the Property (the record title owner of the Property at any given time being hereinafter referred to as the “Property Owner”).

**NOW, THEREFORE**, in consideration of the foregoing premises, the undersigned declares as follows:

**SECTION**

**1.**

The stormwater management facility shall be constructed by \_\_\_\_\_, its successors and assigns, in accordance with the plans and specifications for the development as submitted to and approved by the City of Marietta (hereinafter “City”).

**SECTION**

**2.**

The Property Owner shall maintain all aspects of the stormwater management facility in good working condition. A schedule of long term maintenance activities, including how often routine inspection and maintenance will occur, shall be in accordance with the attached Exhibit “C”. Such Schedule shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and remedies for the default thereof.

### **SECTION**

#### **3.**

The Property Owner shall provide records of all inspections, maintenance and repairs of the stormwater management facility to the Public Works Department, if requested. Such records include items inspected and details of maintenance and repairs performed.

### **SECTION**

#### **4.**

The Property Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the property for regular inspections, periodic investigations, observation, measurement, enforcement, and sampling and testing of the stormwater maintenance facility whenever the City deems necessary. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of the stormwater management facilities and practices. The City, its authorized agents and employees, shall duly notify the owner of the property or the representative on site, except in the case of an emergency.

### **SECTION**

#### **5.**

In the event the Property Owner and its successors and assigns fail to maintain the stormwater management facility according to the approved plans and the Maintenance and Inspection Schedule, the City shall notify by certified mail the person specified herein as the person responsible for carrying out the maintenance plan or, if the Property has been conveyed to a subsequent successor or assign, then to the current owner(s) of the Property. Such notice shall specify the measures necessary to comply with the site plans and the maintenance schedule and shall specify the time within which such measures shall be completed. If the Property Owner fails or refuses to meet the requirements of this Declaration, the City, thirty (30) days after the written notice is sent (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient), may enter the property to correct a violation of the design standards or maintenance requirements by performing necessary work to place the facility or practice in proper working condition. The City may assess the Property Owner for the cost of repair work. It is expressly understood that the City is under no obligation to maintain or repair the stormwater management facility and in no event shall this Declaration be construed to impose any such obligation on the City.

### **SECTION**

#### **6.**

It is the intent of this Declaration to ensure the proper maintenance of the stormwater management facility by the Property Owner; provided, however, that this Declaration shall not be deemed to create or effect any additional liability on the Property Owner for damage alleged to result from or caused by stormwater runoff.

### **SECTION**

#### **7.**

The Property Owner hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which may arise or be asserted against the City from the construction, presence, existence or maintenance of the stormwater management facility 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.

**SECTION**

**8.**

This Declaration may be enforced by proceedings at law or in equity by or against the undersigned and their respective successors in interest.

**SECTION**

**9.**

Invalidation of any one of the provisions of this Declaration shall in no way effect any other provision and all other provisions shall remain in full force and effect.

**SECTION**

**10.**

This declaration complies with the provisions of the City of Marietta Code of Ordinances, Article 7-8-14, Stormwater Quality Control, and the Property Owner, its administrators, executors, successors, heirs and assigns acknowledge that it must obtain all required permits, submit all required plans and follow all provisions of Article 7-8-14. Since under Article 7-8-14 the responsibility for the operation and maintenance of the stormwater facility automatically passes to any successor owner, this Declaration shall be binding on all subsequent owners of the Property and the prior owners shall be released from any further responsibility for the operation and maintenance of the stormwater facility.

**SECTION**

**11.**

Additional provisions that relate directly to the individual needs and requirements of this specific site plan as identified in Exhibit "A" and Exhibit "B" are attached hereto and made a part hereof as Exhibit "D". Such additional provisions have been discussed with and presented to the City of Marietta Public Works Director or his designee.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Property Owner:

\_\_\_\_\_

By:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**EXHIBIT "B"**

**EXHIBIT “C”**