

BK 1471 PG 0168

CATOOSA COUNTY, GEORGIA
Filed and recorded in this office

Feb. 19, 20 09 at 11:15 AM
Recorded in Deed Book 1471 Page 168
NORMAN L. STONE, Clerk

✓ pickup

CATOOSA COUNTY
STORMWATER FACILITY
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of FEB,
2009, by and between U.S.A. Develop L.L.C (Insert Full Name of Owner)
hereinafter called the "Landowner", and the Governing Authority of Catoosa County,
hereinafter called the "County". WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as
119A (Tax Map/Parcel Identification Number) as recorded by deed
in the land records of Catoosa County, Georgia in Deed Book 1027, Page 603,
hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property;
and

WHEREAS, the Site Plan/Subdivision Plan known as SUNRISE MEADOWS
(Name of Plan/Development on the final plat) hereinafter called the "Plan", which is
expressly made a part hereof, as approved or to be approved by the County, provides for
detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including
any homeowners association, agree that the health, safety and welfare of the residents of
Catoosa County, Georgia, require that on-site stormwater management facilities be
constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as
shown on the Plan be constructed and adequately maintained by the Landowner, its
successors and assigns, including any homeowners association.

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:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
 2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.
 3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
 4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to
-

- citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County 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, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation to the County.
 6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
 7. All obligations of Landowner hereunder shall be performed by Landowner at its expense.
 8. In the event the County pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the

County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

9. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Catoosa County, Georgia, and 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 association.

WITNESS the following signatures and seals:

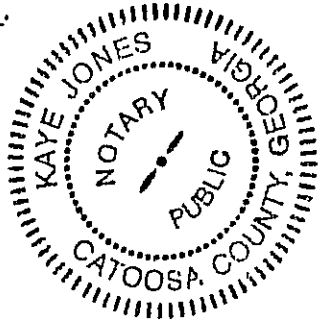
VCSA Incubator LLC
Company/Corporation/Partnership Name (Seal)

By: JAMES M. ANDERSON / JOHN C. WHITMIRE Board Brown

James M. Anderson John C. Whitmire Bonnie D. Brown
(Type Name and Title)

The foregoing Agreement was acknowledged before me this 16 day of FEB, 2009, by _____.

Kaye Jones
Notary Public
My Commission Expires MY COMMISSION EXPIRES
MARCH 17, 2009



COUNTY OF CATOOSA, GEORGIA

By: Donald Brown

Donald Brown, Catoosa Co.
(Type Name and Title)

The foregoing Agreement was acknowledged before me this 18th day of February 2011, by _____.

Fay Wood
Notary Public
My Commission Expires: 5/18/12