

## Stormwater Facilities Maintenance Agreement

**WHEREAS**, the Property Owner \_\_\_\_\_ recognizes that the 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 Peachtree Corners, Georgia; and,

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

**WHEREAS**, The City of Peachtree Corners (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.

**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 City 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 the City of Peachtree Corners 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 judgement 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 Gwinnett 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.

**SECTION 14**

Any notice, demand, request or other communication required or permitted to be given hereunder (a "Notice") shall be in writing and either (i) personally delivered, or (ii) sent by U.S. certified or registered mail, return receipt requested, postage pre-paid, or (iii) sent by Federal Express or similar service to the party being given such notice at the following address:

Property Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner's Email: \_\_\_\_\_

Attention: \_\_\_\_\_

City of Peachtree Corners:           City of Peachtree Corners  
  310 Technology Parkway  
  Peachtree Corners, GA 30092  
  Attention: Stormwater Engineer

All notices shall be effective (and the time period in which a response to any notice must be given, if any, shall commence to run on such effective date) depending on the form of delivery, as follows: (i) If personally delivered, on the date of receipt; or (ii) if sent by U.S. certified or registered mail, three (3) days after being deposited in the U.S. mail; or (iii) if sent by Federal Express or similar service, on the date of receipt. Rejection or failure to claim delivery of any such Notice, demand or request, or the inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice, demand or request sent three (3) days after being deposited in the U.S. mail or the date of attempted personal delivery, as the case may be. By giving at least thirty (30) days written notice thereof, any party shall have the right from time to time and at any time to change their respective addresses.

# MAINTENANCE AGREEMENT

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PROPERTY OWNER**  
[Click here to choose an item.](#)

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Name of: [Click here to choose an item.](#) \_\_\_\_\_,  
Typed or Printed Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name

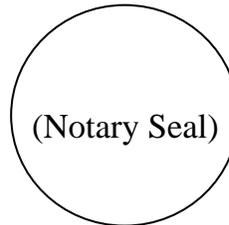
Attest: \_\_\_\_\_  
Signature of Witness  
\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_  
[Click here to choose an item.](#)

Title: \_\_\_\_\_  
[Click here to choose an item.](#)

(Corporate Seal)

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



## PEACHTREE CORNERS, GEORGIA

By: \_\_\_\_\_  
City of Peachtree Corners  
Director of Public Works

### Attachments:

- Exhibit A (Plat and Legal Description)**
- Exhibit B (Maintenance and Inspection Schedule)**
- Exhibit C (Access Easement)**
- Exhibit D (BMP Operation and Maintenance Inspection Report)**

**EXHIBIT 'A'**  
**Plat and Legal Description**

- **Attach the “Plat and Legal Description” on this page, over these navy words.**
- **Keep the black heading on the top of this page.**

**EXHIBIT 'B'**  
**MAINTENANCE AND INSPECTION SCHEDULE**

- **Please attach the Maintenance and Inspection schedule for every BMP that you utilize.**
- **Please use the applicable BMP “Maintenance and Inspection Schedule” found at the end of Volume 2 of the Georgia Stormwater Management Manual, which can be found here: <http://atlantaregional.org/wp-content/uploads/2017/03/gsmm-2016-edition-final-v2.pdf>**
- **Delete the wording in navy on this page after you attach Exhibit B. Keep the black heading on the top of this page.**

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

STATE OF GEORGIA  
COUNTY OF GWINNETT  
CITY OF PEACHTREE CORNERS

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 PEACHTREE CORNERS, 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 "C"**.

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 Peachtree Corners Community Development Department. 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**  
[Click here to choose an item.](#)

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Name of: [Click here to choose an item.](#) \_\_\_\_\_,  
Typed or Printed Name

By: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Typed or Printed Name

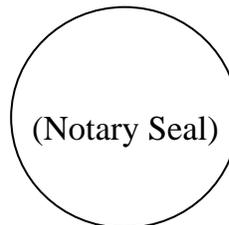
\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_  
[Click here to choose an item.](#)

Title: \_\_\_\_\_  
[Click here to choose an item.](#)

(Corporate Seal)

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



**Attachments: Exhibit C (Plat of Easement)**

**EXHIBIT 'C'**  
**PLAT OF EASEMENT**

- **Attach the “Plat of Easement” on this page, over these navy words.**
- **Keep the black heading on the top of this page.**

**EXHIBIT 'D'**  
**BMP FACILITY OPERATION & MAINTENANCE**  
**INSPECTION REPORT**

Inspector Name: \_\_\_\_\_ Community: \_\_\_\_\_

Inspection Date: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Type of BMP: \_\_\_\_\_

Watershed: \_\_\_\_\_ Tax Map: \_\_\_\_\_

- **Please attach the “Operation and Maintenance Inspection Reports” for every BMP that you utilize.**
- **Use the applicable BMP “Operation and Maintenance Inspection Reports” that can be found at the end of Volume 2 of the Georgia Stormwater Management Manual, which can be found here:  
<http://atlantaregional.org/wp-content/uploads/2017/03/gsmm-2016-edition-final-v2.pdf>**
- **Delete the wording in navy on this page after you attach Exhibit D. Keep the black heading on the top of this page.**

# INSPECTION 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: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector