

**GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES
GWINNETT COUNTY, GEORGIA**

OWNER AND DEVELOPER AGREEMENT – ALL WATER METERING DEVICES

This AGREEMENT, made this _____ day of _____, _____ (yr.) by and between _____, hereinafter referred to as “OWNER and/or DEVELOPER” of the property described on plat titled: _____ (project name), prepared by _____, dated _____, in Land Lot no. _____ of the _____ District, Gwinnett County, Georgia and GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES, hereinafter referred to as “COUNTY”.

WITNESSETH, that for, and in consideration of the mutual covenants herein contained, it is agreed as follows:

- 1.) The OWNER and DEVELOPER agree that all metering devices and backflow-prevention devices installations and/or corrective actions will be performed only by a contractor on the County’s “Approved Contractors List”. The Owner and/or Developer further agree that they or their Contractor(s) shall maintain the installed water meters/backflow preventers and appurtenances for a period of one (1) year from the date of FINAL approval by correcting all defects or deficiencies in materials and workmanship. Owner and/or Developer assume all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Gwinnett County Department of Water Resources made necessary by defects that resulted in loss of customer service. The Owner and/or Developer further agree that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-specified materials or the application of non-specified construction practices or methods. The Owner and/or Developer hereby indemnify the County for any loss or claim arising from said installation due to the negligence of Owner and Developer, its Contractor, their agents, or employees.
- 2.) The County shall have full authority to inspect, test, accept, or reject all water meter/backflow preventers installed with said Development, and to withhold water service until the installation is accepted for use. Failure of the County to discover, during installation, defects in the Contractor’s methods of installation, use of non-specified materials, or defects in the installed materials shall not relieve the Owner and/or Developer of responsibility for the proper and expeditious correction of subsequently observed defects as noted above, subject to the warranty period stipulations.
- 3.) Absolute title to said installations of water metering devices as shown on the above referenced plat, where said water meters are installed pursuant to this Agreement are hereby bargained, sold and conveyed to Gwinnett County, Georgia, by the Owner and/or Developer for the sum of \$1.00. **NOTE:** The maintenance of piping, backflow preventers, vaults, and all other appurtenances located within the referenced easement, with the exception of the water metering devices, shall be the sole responsibility of the Owner.
- 4.) Owner agrees to dedicate a 15’ x 30’ permanent easement for placement and operation of the water meters and backflow preventers, and has attached hereto a copy of the proper legal documents verifying the location and the dedication of such an easement. A water metering device easement form is provided in the Easement Package. Absolute title to said easements are hereby bargained, sold and conveyed to Gwinnett County Water & Sewerage Authority, by the Owner for the sum of \$1.00.
- 5.) Owner and/or Developer agree to provide certification of the required annual testing and maintenance check of the backflow preventers stating all parts and operation are without defects or deficiencies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Owner and/or Developer (Signature)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Notary Public

Printed Name

Title

Telephone

FOR OFFICE USE ONLY:

GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES

By: _____ Title: _____ Date: _____