

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

**OWNER AND DEVELOPER AGREEMENT – SANITARY SEWER INSTALLATION**

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/or DEVELOPER agree that all sanitary sewer 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 sanitary sewer mains 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 the 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/or Developer, its Contractor, their agents, or employees.
- 2.) The County shall have full authority to inspect, test, accept, or reject all sanitary sewer mains installed within 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 installed sanitary sewer mains and appurtenances, as shown on the above referenced plat, where said sanitary sewer mains 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.
- 4.) Absolute title to said easements, for the installation and maintenance of said mains as shown on the above referenced plat, where said sanitary sewer mains are installed pursuant to this Agreement are hereby bargained, sold, and conveyed to Gwinnett County Water & Sewerage Authority, by the Owner and/or Developer for the sum of \$1.00. Owner agrees to dedicate all required easements as indicated on a recorded plat or has attached hereto the proper legal documents verifying the location and the dedication of said easements.
- 5.) The Owner and/or Developer agrees to comply with the Gwinnett County Department of Water Resources Specifications entitled “Sanitary Sewer Standards, February, 1999”, and all subsequent revisions thereof relating to the installation of sanitary sewer mains and appurtenances, and agrees to install all sanitary sewer mains and appurtenances in full accordance with said specifications.
- 6.) Owner and/or Developer agrees, to accept full responsibility for all required corrective actions which may be required by the County should the installed sanitary sewer mains and appurtenances not be in the correct horizontal and vertical location within the subject project, including any associated off-site sanitary sewer, as indicated on the certified as-built drawings, or for any required stub-outs and/or appurtenances which may have been omitted. It is further agreed that the County may withhold sanitary sewer service and/or plat/project approval until all required corrective measures have been completed to its satisfaction.

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: \_\_\_\_\_