

**STATE OF GEORGIA
COUNTY OF GWINNETT**

**Stormwater Management System
Maintenance Agreement
and Covenants**

This Agreement is made this ____ day of _____, by the undersigned property owner(s) for the benefit of Gwinnett County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

WHEREAS, the property owner _____ (hereinafter referred to as the "Property Owner"; the term "Property Owner," whenever used in this Agreement, shall include its administrators, executors, personal representatives, heirs, successors, successors-in-interest, assigns, and transferees) recognizes that the storm drain structures, pipes, Best Management Practices (BMPs), water quality integrated management practices, stormwater management facility(ies), and all other aspects or components of the stormwater management system used for collection storage, treatment, and discharge of stormwater (hereinafter collectively referred to as "the stormwater management system ") must be maintained for the development called, _____, located in Land Lot(s) _____, District(s) _____, of Gwinnett County, Georgia; and

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

WHEREAS, the Property Owner agrees that the health, safety, and welfare of the citizens of Gwinnett County require that the stormwater management system be constructed and maintained on the property to function as designed; and

WHEREAS, the Unified Development Ordinance of Gwinnett County, Georgia (hereinafter referred to as the "County UDO" or "UDO") and the Gwinnett County Stormwater Management Manual (hereinafter referred to as the "GCSMM") require that stormwater management system as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, personal representatives, heirs, successors, successors-in-interest, assigns, and transferees. The parts of the stormwater management system that are identified on the Final Plat, meet the Stormwater Maintenance Policy, and are accepted by the County through the asset dedication process will be maintained by the County. All components of the stormwater management system that do not meet all three of the above conditions shall be maintained by the Property Owner(s).

NOW, THEREFORE, in consideration of the foregoing premises, the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owner hereby covenants and agrees as follows:

SECTION 1.

Plans and Specifications

The stormwater management system shall be constructed by the Property Owner in accordance with the UDO, the GCSMM, and the plans and specifications for the development as submitted to and approved by the County.

SECTION 2.

Development Specific Inspection and Maintenance Schedules

The Property Owner(s) shall maintain all components of the stormwater management system, in good working condition acceptable to the County and in accordance with the Development Specific Inspection and Maintenance Schedules attached hereto as Exhibit "B," which is incorporated herein by this reference, to ensure same is functioning as designed. The Development Specific Inspection and Maintenance Schedules shall include specific routine maintenance activities and schedules for each component of the stormwater management system. The level of detail for the inspection and maintenance schedules associated with the BMPs shall be comparable to the general routine maintenance activities and schedules for BMPs found in the most recent version of the GCSMM, except for any proprietary devices. Routine Maintenance Activities and Schedules for County-approved proprietary devices shall follow the manufacturer's requirements and any requirements noted in the associated Gwinnett County letter of approval of the proprietary device. The requirements noted in the associated Gwinnett County Proprietary Device Approval Letter must be included as part of Exhibit B. The designated representative identified in Attachment "B-1" of Exhibit "B" is the person responsible for carrying out the requirements set forth in this Agreement, the UDO, and the GCSMM for the inspection and maintenance of the stormwater management system located on the Property on behalf of the Property Owner (hereinafter referred to as the "Responsible Person"). Property Owner(s) shall provide reports documenting inspections to the County upon request.

SECTION 3.

County Inspections

The Property Owner hereby grants permission to the County, its authorized agents, and employees, to enter upon the property for inspections, observations, measurements, enforcement, and sampling and testing of the stormwater management system whenever the County deems necessary. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, material or water in the stormwater management system; and evaluating the condition of any component of the stormwater management system.

SECTION 4.

Failure to Maintain the Private Stormwater System

In the event the Property Owner fails to maintain the private stormwater management system, as shown on the approved plans and specifications, in good working order acceptable to the County and in accordance with the Development Specific Inspection and Maintenance Schedules and other requirements of this Agreement, the County shall notify the Property Owner of such failure, violation or deficiency by providing notice to the Responsible Person. If the Responsible Person fails or refuses to correct such violation or deficiency or to otherwise meet the requirements of this Agreement within thirty (30) days (or the amount of time set forth in the written notice, whichever is greater) from the date such written notice is sent, the County may thereafter enter the Property to correct a violation of the design standards or maintenance requirements. The County may perform the necessary work itself or take

whatever steps it deems necessary to place the stormwater management system in good working condition. If the violation or deficiency constitutes an immediate danger to public health or public safety, the Responsible Person may only be provided twenty-four (24) hours to perform and complete the necessary work to place the stormwater management system in good working condition. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the County is under no obligation to maintain or repair the stormwater management system and in no event shall this Agreement be construed to impose any such obligation on the County. The County's decision to exercise the right to perform repairs under such emergency conditions or any necessary work to return the stormwater management system to good working order shall not be considered, deemed, or otherwise serve to operate as an acceptance of the stormwater management system, or any portion thereof, by the County. Emergency repairs or improvements provided by the County to address a condition constituting an immediate danger to public health or public safety may not meet the subject design requirements. Following the provision of any such emergency repairs or improvements, the Property Owner shall make and perform all repairs, improvements, maintenance, and other work to the stormwater management system as necessary to fully comply with the requirements of this Agreement once the emergency has passed or as soon as same is practicable under the circumstances. It is the responsibility of the Property Owner to ensure that appropriate, long-term compliance is achieved once the emergency condition has passed.

SECTION 5. Easement(s)

Contemporaneously herewith, the Property Owner shall execute an easement(s) in favor of the County providing access to the stormwater management system for the purposes described in this Agreement. The Property Owner shall provide the County an access easement(s) over and across the Property (and any additional lands if necessary) for the purpose of providing ingress and egress to and from the stormwater management easement area(s) described therein and the adjacent public right-of-way. Said easement(s) shall provide the County the right, but not the obligation, to enter upon the described stormwater management easement area(s) in order to inspect, observe, maintain and repair the stormwater management system, as deemed necessary by the County, in accordance with this Agreement. The fully executed original easement(s) is attached to this Agreement as Exhibit "C" and by reference made a part hereof. It is expressly understood and agreed that neither the acceptance nor exercise of such easement(s) by the County shall impose any obligation or responsibility on the County to routinely maintain or repair, or to further maintain or repair, the stormwater management system located on the Property, and in no event shall such easement(s) of this Agreement be construed to impose any such obligation on the County.

SECTION 6. County Reimbursement

In the event the County, pursuant to the Agreement, performs or undertakes 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 County or shall forfeit any required bond or letter of credit, upon demand within thirty (30) days of receipt thereof for all the costs incurred by the County hereunder. If not paid within the prescribed time period, the County shall secure a lien against the 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 and other

remedies available to the County as a result of the Property Owner's failure to maintain the stormwater management system.

SECTION 7.

Intent

It is the intent of this agreement to ensure the proper maintenance of the stormwater management system by the Property Owner; provided, however, nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of any third party against Property Owner or the County. Absolutely no third-party beneficiaries are intended by this Agreement. Notwithstanding any other provision of this Agreement to the contrary, with respect to the rights of the County under this Agreement, each Property Owner shall be jointly and severally responsible and liable for the maintenance of the stormwater management system and all obligations required hereunder. Notwithstanding any reference to same contained herein, the County's rights under this Agreement shall not be impaired or reduced by any private agreement or covenant.

SECTION 8.

Sediment and other Waste Materials

Sediment and other waste materials accumulation resulting from the operation of the stormwater management system shall be removed by the Property Owner. The Property Owner shall make arrangements at the Property Owner's expense for the removal and off-site disposal of all accumulated sediments and other waste materials.

SECTION 9.

Bond or Letter of Credit

The Property Owner shall provide the County with a bond or a letter of credit providing for the maintenance of the stormwater management system pursuant to the County UDO.

SECTION 10.

Development Specific Inspection and Maintenance Reports

The Property Owner shall develop Development Specific Inspection Reports and Maintenance Reports for all BMPs in the stormwater management system. For BMPs other than a proprietary device, the Property Owner(s) should use the BMP specific Inspection Reports as noted in the most recent GCSMM attached to this agreement as Exhibit "D" and by this reference made a part hereof for the purpose of a periodic inspection of the stormwater management system by a qualified inspector. Inspection Reports and Maintenance Reports for County-approved proprietary devices shall be submitted on forms that follow the manufacturer requirements and any requirements noted in the associated letter of approval of the proprietary device issued by the Director of the Gwinnett County Department of Water Resources. All inspection reports and maintenance reports must be submitted to Gwinnett County Department of Water Resources on an annual basis.

SECTION 11.

Sale or Transfer of Property

In the event the Property Owner sells or transfers all of its interest in the Property, such Property Owner, as the transferring property owner, shall provide to the County a Declaration of Transfer of Inspection and Maintenance Responsibilities of the stormwater management system signed by said transferring property owner and the transferee and witnessed by a public notary to document that all inspections and maintenance, and related financial

responsibilities have been transferred and communicated to such transferee. Upon such transfer or conveyance by the transferring property owner, all obligations of the transferring property owner hereunder shall automatically be transferred and assigned to and assumed by transferee and such transferee shall become the Property Owner under this Agreement.

**SECTION 12.
Indemnification**

The Property Owner hereby indemnifies and holds harmless the County and its authorized agents and employees from and against any and all claims, demands, causes of action, suits, liabilities, losses, damages, and expenses (including attorney fees) incurred by or asserted against the County arising out of or related to the construction, presence, existence, operation or maintenance of the stormwater management system by the Property Owner or the failure of the Property Owners to properly inspect, construct, maintain or repair same, including any maintenance or repairs performed by the County as a result thereof; provided, however, that this indemnification clause shall not apply to any claims caused by the sole negligence of the County or its authorized agents and employees. In the event, a claim is asserted against the County, its authorized agents, or employees, the County shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim, except as set forth in the foregoing provision.

**SECTION 13.
Recorded with Deed Records**

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Gwinnett County prior to the release of a Certificate of Occupancy and shall constitute a covenant running with the land and shall be binding on the Property Owner and any other successors in interest.

**SECTION 14.
Enforcement**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors-in-interest. The remedies set forth herein are nonexclusive and the exercise of one or more of such remedies shall not preclude the exercise of another. The County retains all prosecutorial rights and remedies available to it, including the enforcement of any and all applicable County ordinances, against the Property Owner relating to the operation, maintenance, and repair of the stormwater management system located on the Property.

**SECTION 15.
Invalidation**

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

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

BY: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

WINNETT COUNTY, GEORGIA.

Attest:
County Clerk

(SEAL)

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Development Specific Inspection and Maintenance Schedules)
 - Attachment B-1 (Responsible Person)
- Exhibit C (Access Easement(s) for BMPs)
- Exhibit D (Development Specific Inspection Report and Maintenance Report Forms)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____ .

**PROPERTY OWNER
PARTNERSHIP**

Name of Partnership: _____, A Georgia General
Printed or Typed Name Partnership Corporation

BY: _____ (Seal) Attest: _____
Signature Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____ Title: _____ (Seal)
General Partner Notary Public

GWINNETT COUNTY, GEORGIA.

Attest:
County Clerk

(SEAL)

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Development Specific Inspection and Maintenance Schedules)
 - Attachment B-1 (Responsible Person)
- Exhibit C (Access Easement(s) for BMPs)
- Exhibit D (Development Specific Inspection Report and Maintenance Report Forms)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20_____.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____,
Printed or Typed Name

BY: _____
Signature

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
Managing Person

Title: _____(Seal)
Notary Public

GWINNETT COUNTY, GEORGIA.

Attest:
County Clerk

(SEAL)

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Development Specific Inspection and Maintenance Schedules)
 - Attachment B-1 (Responsible Person)
- Exhibit C (Access Easement(s) for BMPs)
- Exhibit D (Development Specific Inspection Report and Maintenance Report Forms)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____

**PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: _____
Signature of Owner

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

By: _____
Signature of Owner

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

By: _____
Signature of Owner

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

_____(Seal)
Notary Public

GWINNETT COUNTY, GEORGIA.

Attest: _____
County Clerk

(SEAL)

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Development Specific Inspection and Maintenance Schedules)
Attachment B-1 (Responsible Person)
- Exhibit C (Access Easement(s) for BMPs)
- Exhibit D (Development Specific Inspection Report and Maintenance Report Forms)

ATTACHMENT "B-1"

RESPONSIBLE PERSON

The Property Owners hereby designate the following person as their point-of-contact and designated representative responsible for ensuring that the stormwater management system located on the Property is inspected and maintained in accordance with this Agreement, the UDO and the GCSMM:

Name of Authorized Representative

Title

Name of Company or Entity (Responsible Entity)

Address

Phone Number

Email Address

The Property Owners shall notify Gwinnett County/DWR in writing of any change in the above information within (30) days of the effective date of such change.

EXHIBIT 'C'

ACCESS EASEMENT AGREEMENT FOR STORMWATER MANAGEMENT SYSTEM

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS EASEMENT granted this ____ day of _____, 20____, between the property owner _____ as party of the first part, hereinafter referred to as "Grantor", and GWINNETT COUNTY, GEORGIA, 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 "1".

The purpose of this easement is to allow Grantee, or its agents, access for inspection or maintenance activities to the stormwater management system, 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 Gwinnett County Department of Water Resources. This easement is required by the provisions of the Maintenance Agreement executed by and between the Grantor and Grantee.

SO AGREED this _____ day of _____, 20____ .

**PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: _____
Signature of Owner

Printed or Typed Name

Attest: _____
Witness

Printed or Typed Name

By: _____
Signature of Owner

Printed or Typed Name

Attest: _____
Signature of Witness

Printed or Typed Name

By: _____
Signature of Owner

Printed or Typed Name

Attest: _____
Signature of Witness

Printed or Typed Name

(Seal) _____
Notary Public

Attachments: Exhibit 1 (Plat of Easement)

ACCESS EASEMENT AGREEMENT for the Stormwater management system

SO AGREED this _____ day of _____, 20____ .

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat of Easement)

ACCESS EASEMENT AGREEMENT for the Stormwater management system

SO AGREED this _____ day of _____, 20____ .

**PROPERTY OWNER
PARTNERSHIP**

Name of Partnership: _____, A Georgia Corporation
Printed or Typed Name

By: _____(Seal)
Signature

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
General Partner

_____(Seal)
Notary Public

Attachments: Exhibit 1 (Plat of Easement)

ACCESS EASEMENT AGREEMENT for the Stormwater management system

SO AGREED this _____ day of _____, 20____ .

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____
Printed or Typed Name

By: _____
Signature

Printed or Typed Name

Attest: _____
Signature of Witness

Printed or Typed Name

Title: _____
Managing Person

Notary Public (Seal)

Attachments:

Exhibit 1 (Plat of Easement)

EXHIBIT 'D'

GWINNETT COUNTY

Development Specific Inspection Report and Maintenance Report Forms

(Attach a blank copy of each report type, inspection, and maintenance, for each component of the Stormwater Management System.)