



STATE OF GEORGIA

CITY OF DUNWOODY

STORMWATER BMP MAINTENANCE AGREEMENT

WHEREAS, the Property Owner _____ recognizes that the wet or extended detention 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 the City of Dunwoody, DeKalb County, Georgia; and,

WHEREAS, the Property Owner is the owner of real property more particularly described on the plat attached as Exhibit A, and,

WHEREAS, the City of Dunwoody (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. For purposes of this Agreement, Property Owner is defined as the _____, as well as each subsequent individual lot owner in the subdivision known as _____, which lots are shown on _____, as recorded in the Superior Court of DeKalb County.

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 Dunwoody 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 the 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, or real properties of said Property Owner 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 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 said report shall be 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 DeKalb 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.

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20__.

PROPERTY OWNER
CORPORATION

Name of Corporation: _____, A Georgia Corporation

By: _____ Attest: _____

Title: _____ Title: _____
(President or Vice President) (Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

CITY OF DUNWOODY, GEORGIA

Attest: _____ By: _____
City Clerk Mayor, City of Dunwoody

(SEAL)

Attachments: Exhibit A (Plat and Legal Description)
Exhibit B (Maintenance and Inspection Schedule)
Exhibit C (Access Easement)
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

PROPERTY OWNER
PARTNERSHIP

Name of Partnership: _____,
A Georgia General Partnership Corporation

By: _____ (Seal) Attest: _____
Witness

Title: _____ (Seal)
General Partner Notary Public

CITY OF DUNWOODY, GEORGIA

Attest: _____ By: _____
City Clerk Mayor, City of Dunwoody

(SEAL)

Attachments: Exhibit A (Plat and Legal Description)
Exhibit B (Maintenance and Inspection Schedule)
Exhibit C (Access Easement)
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20__.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____,

By: _____ Attest: _____
Witness

Title: _____ (Seal)
Managing Person Notary Public

CITY OF DUNWOODY, GEORGIA

Attest: _____ By: _____
City Clerk Mayor, City of Dunwoody

(SEAL)

Attachments: Exhibit A (Plat and Legal Description)
Exhibit B (Maintenance and Inspection Schedule)
Exhibit C (Access Easement)
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20__.

PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS

By : _____ Attest: _____
Signature of Owner Witness

Printed Name Printed Name

By: _____ Attest: _____
Signature of Owner Witness

Printed Name Printed Name

By: _____ Attest: _____
Signature of Owner Witness

Printed Name Printed Name

Notary Public (Seal)

CITY OF DUNWOODY, GEORGIA

Attest: _____ By: _____
City Clerk Mayor, City of Dunwoody

(SEAL)

Attachments: Exhibit A (Plat and Legal Description)
Exhibit B (Maintenance and Inspection Schedule)
Exhibit C (Access Easement)
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)



EXHIBIT "C"

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

STATE OF GEORGIA

CITY OF DUNWOODY

THIS EASEMENT granted this _____ day of _____, 20_____

between the property owner _____ as party of the first part, hereinafter referred to as Grantor, and CITY OF DUNWOODY, 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, described by the legal description attached hereto and as also 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 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 Dunwoody. 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
CORPORATION

Name of Corporation: _____, A Georgia Corporation

By: _____ Attest: _____

Title: _____ Title: _____
(President or Vice President) (Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat and Legal Description of Easement)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20__.

PROPERTY OWNER
PARTNERSHIP

Name of Partnership: _____,
A Georgia General Partnership Corporation

By: _____ (Seal) Attest: _____
Witness

Title: _____ (Seal)
General Partner Notary Public

Attachments: Exhibit 1 (Plat and Legal Description Easement)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

Name of LLC: _____,

By: _____ Attest: _____
Witness

Title: _____ (Seal)
Managing Person Notary Public

Attachments: Exhibit 1 (Plat and Legal Description of Easement)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS

By : _____ Attest: _____
Signature of Owner Witness

Printed Name Printed
Name

By: _____ Attest: _____
Signature of Owner Witness

Printed Name Printed Name

By: _____ Attest: _____
Signature of Owner Witness

Printed Name Printed Name

(Seal)
Notary Public

Attachments: Exhibit 1 (Plat and Legal Description of Easement)

BMP MAINTENANCE BOND CALCULATION

$\$20/\text{CY} \times \% \text{ Impervious} \times \text{Drainage Area (ac)} \times 1'' \times 134.44 \text{ CY/Ac-in}$

or

$\frac{1}{2}$ the construction cost of the BMP

whichever is greater

Please show both calculations (attach extra sheets if necessary)

MAINTENANCE/PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal and _____ as Surety, are held and bound unto City of Dunwoody, Georgia in the sum of \$ _____ lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, the Principal will inspect and maintain the operational characteristics of any facility constructed on their property for storm water detention or water quality such that the facility complies with the requirements of the Development Regulations at the time the facility was approved by the City of Dunwoody as demonstrated in the Storm Water Management Report for the facility, and to maintain the facility free of obstruction, silt or debris.

WHEREAS, Storm Water Management facilities are required to minimize the impact of development on the storm water hydrology, hydraulics and water quality, under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Dunwoody and conditioned that the Principal shall well and truly maintain all storm drainage facilities used for water quality and quantity best management practices shown on the development plans for the property in accordance with standard requirements of the City of Dunwoody in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Maintenance Agreement with the City of Dunwoody, dated the _____ day of _____, 20____, in which Principal agrees and warrants, that as a condition precedent to approval of the development plans for the property of the Principal entitled _____, all storm drainage facilities used for water quality and quantity best management practices shall be maintained in accordance with the standards aforesaid for a period of 18 months, or such additional periods as the City of Dunwoody may require not to exceed a maximum of ten (10) years in the aggregate;

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to the City of Dunwoody of a sum not to exceed \$ _____ for the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Dunwoody.

SIGNED, SEALED AND DELIVERED THIS _____ day of _____, 20____, in the presence of:

ATTEST:

BY: _____ (SEAL)
Principal Signature

Corporate Secretary

Printed Name and Title

BY: _____
Printed Surety Name

ATTEST:

Signature

Corporate Secretary

Printed Name and Title

SURETY AGREEMENT FOR MAINTENANCE LETTER OF CREDIT

DATE: _____

SUBJECT: SURETY AGREEMENT FOR MAINTENANCE (LETTER OF CREDIT)

PROJECT NAME: _____

To Whom It May Concern:

This is to advise that _____, as Surety, is holding at the request of _____, as Principal, the amount of \$_____ as an assignment that the subject facility will be maintained in accordance with the City of Dunwoody regulations and for a period of 18 months this money will not be released until such time that we are notified in writing by the City of Dunwoody Department of Planning and Development that the work has been properly and satisfactorily completed in accordance with the Maintenance Agreement for the project executed by the Principal on _____, 20_____.

WHEREAS, the Principal will inspect and maintain the operational characteristics of any facility constructed on their property for storm water detention or water quality such that the facility complies with requirements of the Development Regulations in effect at the time the facility was approved by the City of Dunwoody as demonstrated in the Storm Water Management Report for the facility, and to maintain the facility free of obstructions, silt or debris.

This is also to advise that if the Principal should fail to perform as stipulated in the said agreement, this party as Surety will reimburse the City of Dunwoody the amount of the cost of the needed repairs providing, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

BANK BY

_____ Typed Name of Issuer	ATTEST: _____ Signature
_____ Signature	_____ Typed Name
_____ Typed Name	_____ (Title) Corporate Secretary
_____ Typed Title	



CITY OF DUNWOODY
(Exhibit D)

BMP Facility Operation and Maintenance Inspection Report for Pond Facilities
(THIS MAY BE USED AS A TEMPLATE FOR OTHER BMPs)

Inspector Name _____ Community _____

Inspection Date _____ Address _____

Type of BMP _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
Upstream					
Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face					
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Build" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
B. Riser and Principal Spillway Type: Reinforced Concrete _____ Corrugated _____ Masonry _____ *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks & Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool – Wet Ponds					
1. Undesirable Vegetative Growth					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas – Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)					
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

II. SUMMARY

Inspector's Remarks: _____

1. Overall Condition of Facility (Check One) Acceptable _____

Unacceptable _____

2. Signed: _____

Printed Name: _____

Date: _____