STATE OF GEORGIA **CITY OF LOGANVILLE**

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 _____ County, 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, City of Loganville (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 Loganville 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 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 Walton/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.

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

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____ , 20_____ .

PROPERTY OWNER/
CORPORATION

_____

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

BY: _____ Attest: _____
Signature Signature of Witness

_____ _____
Typed or Printed Name Typed or Printed Name

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

(CORPORATE SEAL)

CITY OF LOGANVILLE, GEORGIA.

By: _____ By: _____
City Manager, City of Loganville, Georgia Utilities Director, City of Loganville, Georgia

(CITY SEAL)

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

CITY OF LOGANVILLE, GEORGIA.

By: _____ By: _____
City Manager, City of Loganville, Georgia Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____ , 20_____ .

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

_____

Name of LLC: _____,
Printed or Typed Name

BY: _____ Attest: _____
Signature Signature of Witness

_____ _____
Printed or Typed Name Printed or Typed Name

Title: _____ Title: _____ (Seal)
Managing Person Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____ By: _____
City Manager, City of Loganville, Georgia Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20_____

PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS

_____

By: _____ Attest: _____
Signature of Owner Signature of Witness

_____ _____
Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

_____ _____
Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

_____ _____
Printed or Typed Name Printed or Typed Name

_____(Seal)
Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____ By: _____
City Manager, City of Loganville, Georgia Utilities Director, City of Loganville, Georgia

(CITY SEAL)

EXHIBIT "B"

PERMANENT STORM WATER DETENTION FACILITY

MAINTENANCE AND INSPECTION SCHEDULE

The Property Owner agrees to maintain the Storm Water Detention Facility in a manner that will render the facility able to perform as designed. Grass will be cut as necessary but no less than every two weeks during the grass growing season and no less than monthly at other times. Ordinary trash and litter will be removed as needed to maintain pond effectiveness on a regular basis but no less than monthly.

The Property Owner agrees to perform an inspection of the Storm Water Detention Facility, using the form that is a part of this agreement as Exhibit D, on a quarterly basis. The person performing will be qualified to perform the inspection in a qualitative manner and a copy of the report will be submitted to the Planning & Development Department of the City of Loganville.

EXHIBIT 'C'

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF WALTON/GWINNETT

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 LOGANVILLE, 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 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 Loganville Department of Public Utilities. 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
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS

By: _____ Attest: _____
Signature of Owner Witness

_____ _____
Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

_____ _____
Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

_____ _____
Printed or Typed Name Printed or Typed Name

(Seal)_____
Notary Public

CITY SEAL

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____ By: _____
Utilities Director, City of Loganville, Georgia Stormwater Foreman, City of Loganville, Georgia

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____ , 20_____ .

PROPERTY OWNER
CORPORATION

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

By: _____ Attest: _____
Signature Signature of Witness

_____ _____
Printed or Typed Name Printed or Typed Name

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

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____ By: _____
City Manager, City of Loganville, Georgia Utilities Director, City of Loganville, Georgia

(CITY SEAL)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____ , 20_____ .

PROPERTY OWNER
PARTNERSHIP

_____

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

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

_____ _____
Printed or Typed Name Printed or Typed Name

Title:_____ _____(Seal)
General Partner Notary Public

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____ By: _____
City Manager, City of Loganville, Georgia Utilities Director, City of Loganville, Georgia

(CITY SEAL)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____ , 20_____ .

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

_____

Name of LLC: _____,
Printed or Typed Name

By: _____ Attest: _____
Signature Signature of Witness

_____ _____
Printed or Typed Name Printed or Typed Name

Title:_____ _____(Seal)
Managing Person Notary Public

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____ By: _____
City Manager, City of Loganville, Georgia Utilities Director, City of Loganville, Georgia

(CITY SEAL)

POND MAINTENANCE BOND CALCULATION

$20/CY x % Impervious x Drainage Area (ac) x 1" x 134.44 CY/Ac-in

---

or

½ the construction cost of the Storm Water Detention Facility

---

whichever is greater

Please show both calculations (attach extra sheets if necessary)

EXHIBIT 'D'

CITY OF LOGANVILLE

BMP Facility Operation and Maintenance Inspection Report for Pond Facilities

Inspector Name _____ Community _____

Inspection Date _____ Address _____

Type of BMP _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED Yes	CHECKED No	MAINTENANCE Reqd.	MAINTENANCE Not Reqd.	OBSERVATIONS & REMARKS
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 & Funct.					
7. Seeps/Leaks on Downstream Face.					

ITEM INSPECTED	CHECKED Yes	No	MAINTENANCE Reqd.	Not Reqd.	OBSERVATIONS & REMARKS
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe 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 or 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					

ITEM INSPECTED	CHECKED Yes	No	MAINTENANCE Reqd.	Not Reqd.	OBSERVATIONS & REMARKS
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					
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)					

ITEM INSPECTED	CHECKED Yes	No	MAINTENANCE Reqd.	Not Reqd.	OBSERVATIONS & REMARKS
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

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: _____ Print: _____

Engineer Engineer

Date: _____