

# Memorandum

## *Community Development Department City of Norcross, Georgia*

**TO:** All Developers and Owners  
**FROM:** Community Development Department  
**SUBJECT:** Certificate of Development Conformance or Final Plat Submittals

Attached are forms that are required to be completed and submitted in order to obtain a Certificate of Occupancy or Final Subdivision Plat approval. The City of Norcross Development Regulations requires the content of these forms. The forms that are attached are as follows:

- Certificate of Development Conformance (CDC) (Attachment A)
- Development Performance and Maintenance Agreement (Attachment B)
- Certificate of Corporate Resolution (Attachment C)
- Surety Agreement for Performance (Letter of Credit) (Attachment D)
- Surety Agreement for Maintenance (Letter of Credit) (Attachment E)
- Surety Agreement for Performance/Maintenance Bond (Attachment F)
- BMP Maintenance Agreement and Maintenance Bond (Attachment G)

Please submit the applicable forms and any attachments with your Final Plat if you are seeking Final Subdivision Plat approval or for a single project site if you are seeking a Certificate of Occupancy for a building.

All requests for Certificates of Occupancy should be made to the Director of Community Development. However, the final inspection and issuance of the Certificate of Occupancy will not be approved until the Development Office has received the required forms and given authorization.

Please refer to the following specific instructions for each form:

### **Attachment A** - Certificate of Development Conformance

Every type of development requires Attachment A. The developer or owner should fill out this document. Record drawings for stormwater detention facilities, prepared by a Registered Land Surveyor, are not required if they have previously been turned in and approved by Community Development.

Fill in the following information:

1. Development Name
2. Permit Number (Building or Development)
3. Final Plat Number
4. District
5. Land Lot/Parcel
6. Notary Public or Corporate Secretary Signature, Seal and Date.

# Memorandum

## *Community Development Department City of Norcross, Georgia*

7. Owner Name Printed and Signed with Address and Phone Number
8. Registered Land Surveyor Name, Registration Number and Date of Expiration

### **Attachment B** - Development Performance and Maintenance Agreement

Every type of development requires Attachment B. The developer or owner should fill out this document.

Fill in the following information:

1. Development Name
2. Permit Number (Building or Development)
3. District
4. Land Lot/Parcel

### **Performance:**

5. This date is the expiration date of a Performance Bond posted for final street topping and/or sidewalks.
6. This date is the expiration date of a Performance Bond posted for grassing street shoulders and/or easements.
7. This amount is for a Performance Bond covering the cost of completing the final street topping and/or sidewalks.
8. This amount is for a Performance Bond covering the cost of completing the final landscaping.
9. This amount is for a Performance Bond covering the cost of any item not mentioned in the Performance or Performance Surety Sections.

**For Residential or Commercial Projects:** If the following is not completed by the date the Certificate of Development Conformance package is turned in to Community Development, a bond (Attachment D) will be required in the amount of 110% of the cost to complete the following: topping course on all streets, installation of sidewalks, final landscaping and street shoulders and all easements grassed. The effective date of all bonds shall be, at a minimum, the date of Final Plat approval or issuance of a Certificate of Occupancy.

No bond is required on a Commercial Project if all of the following is completed by the date that the Certificate of Development Conformance is turned in to Community Development: topping course on all streets, installation of sidewalks, final landscaping, street shoulders and all easements grassed.

### **Maintenance:**

10. This date is the expiration date of the Maintenance Bond (12 months for a 2 pass street and 18 months for a 1 pass street).
11. This is the amount of the Maintenance Bond.
12. This is the amount of Bond or Letter of Credit for required landscaping. Amount is 115% of estimated cost of landscaping.
13. Notary Public or Corporate Secretary Signature, Seal and Date.
14. Owner Name Printed, Signed with Address and Phone Number.

All residential subdivisions require an eighteen (18) month bond to cover all street improvements, drainage facilities and landscaping within the development. The effective date of all bonds shall be, at a minimum, the date of Final Plat approval or issuance of a Certificate of Occupancy.

### **Attachment C** - Certificate of Corporate Resolution

This form is **ONLY** used by corporations. If you are a limited liability or limited partnership this form is not needed. Fill this form out on corporate letterhead if available. If letterhead is not available write in the corporations name, address and phone number at the top of the page. This form is to be signed and sealed by a notary and by the corporate secretary.

### **Attachment D** - Surety Agreement for Performance Letter of Credit

This form is to assist the bank when preparing the letter of credit on their letterhead (including institution name, address, phone number and contact person). All bonds or letters of credit obtained through a bank must come from a local bank. **A Performance Letter of Credit is for 30, 60 or 90 days from Final Plat approval or issuance of a Certificate of Occupancy.** The Letter of Credit must have a current execution date and must list the project name.

This bond is needed for residential or commercial projects if the following is not completed by the date the Certificate of Development Conformance package is turned in to Community Development: topping course on all streets, installation of sidewalks, final landscaping, street shoulders and all easements grassed. The bond is to be for 110% of cost to complete project.

No bond is required on a commercial project if all of the following is completed by the date that the Certificate of Development Conformance is turned in to Community Development: topping course on all streets, installation of sidewalks, final landscaping, street shoulders and all easements grassed.

### **Attachment E** - Surety Agreement for Maintenance Letter of Credit

This form is to assist the **BANK** when preparing the letter of credit on their letterhead (including institution name, address, phone number and contact person). All bonds or letters of credit obtained through a bank must come from a local bank. The Letter of Credit must have a current execution date and must list the project name.

This is required only for residential projects. **A Maintenance Letter of Credit is for 18 months from Final Plat approval or issuance of a Certificate of Occupancy.**

### **Attachment F** - Surety Agreement for Performance/Maintenance Bond

This is a Performance/Maintenance Bond obtained through an **INSURANCE COMPANY**. This must be on the insurance company's letterhead (including institution name, address, phone number and contact person). An insurance bond can be obtained from an out of state insurance company if there is a local agents name, address and phone number printed on this document.

If this document is being used for a Performance Bond it can be dated for 30, 60 or 90 days. If it is being used as a Maintenance Bond it can be dated for 12 months for 2 pass streets or 18 months for 1 pass streets. The document must have a current execution date. The effective date of all bonds shall be, at a minimum, the date of Final Plat approval or issuance of a Certificate of Occupancy.

### **Attachment G** – BMP Maintenance Agreement and Maintenance Bond

This is required for all projects in accordance with the Development Regulations. This should be prepared in accordance with the instructions and specific forms contained in Attachment G. Bond forms, Surety forms and inspection/maintenance requirements are specific to this attachment and are in addition

to the performance and maintenance requirements mentioned in Attachments A through F above. BMP bond period is for an initial period of 18 months expandable to 10 years at the discretion of the City Engineer as detailed in the Development Regulations.

**CERTIFICATE OF DEVELOPMENT CONFORMANCE (CDC)**  
**(ATTACHMENT "A")**

TO: CITY OF NORCROSS DEPARTMENT OF COMMUNITY DEVELOPMENT

DEVELOPMENT NAME: (1)

FINAL PLAT/DEV. PERMIT NO. (2&3)

DISTRICT:(4) LAND LOT/PARCEL:(5)

Forwarded herewith are the recorded drawings, prepared by a Registered Land Surveyor, which include all storm water detention facilities and approved modifications to the 100-year floodplain (if any) and the "as-built" of the detention facilities and structures. Also submitted and attached hereto is the "as-built" Hydrology Study prepared, signed, sealed, and dated by a Registered Professional Engineer. This is to request final inspection of the forenamed development and approval of Development Conformance.

THIS IS TO CERTIFY that all site work or construction authorized under the Development Permit first noted above, including:

- A. clearing, grubbing, grading and installation of soil erosion and storm water detention facilities as required under said permit;
- B. the location of structures, access, parking, or loading areas or other private improvements as approved under said permit;
- C. the installation and planting of required landscaping, trees or other plant material to satisfy tree protection/replacement or buffer or other landscape regulations as required under said permit;
- D. all facilities, including storm sewer (if applicable), road widening, new roads, water lines, etc. intended for maintenance or operation by or dedication to the City of Norcross or Gwinnett County;

are in compliance with all plans, specifications, and other conditions approved under the Development Permit and all applicable standards, regulations, codes and ordinances adopted by the City of Norcross as may have been amended by Waiver, Variance, or other relief provided through formal appeal procedures for the subject property, with the sole exception of those improvements so described in the attached DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT.

Date: \_\_\_\_\_ 20\_\_\_\_  
(6)

NOTARY PUBLIC  
SEAL)

OR  
CORPORATE SECRETARY

OWNER:(7)

SIGNATURE (CORPORATE

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

DEVELOPMENT NAME: \_\_\_\_\_

\_\_\_\_\_

FINAL PLAT/DEV. PERMIT NO. \_\_\_\_\_

The record drawings were prepared by:

REGISTERED LAND SURVEYOR: (8) \_\_\_\_\_

Name

REGISTRATION NO. \_\_\_\_\_ DATE OF EXPIRATION \_\_\_\_\_

FINAL INSPECTION HAS BEEN  
COMPLETED AND APPROVAL  
IS RECOMMENDED:

APPROVED BY CITY OF NORCROSS  
DEPARTMENT OF PLANNING AND  
DEVELOPMENT:

\_\_\_\_\_  
CITY ENGINEER

\_\_\_\_\_  
DEPARTMENT DIRECTOR

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

NOTE: After the date of this approval, alteration of the site, the structures herein or the public utilities thereunder by the owner listed herein not in accordance with the Development Permit first noted herein or a subsequently approved Development Permit, shall without further provision immediately nullify the affect of this approval and cause this document to be NULL AND VOID.

**DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT**  
**(ATTACHMENT "B")**

TO: CITY OF NORCROSS DEPARTMENT OF COMMUNITY DEVELOPMENT

DEVELOPMENT NAME:(1) \_\_\_\_\_

DEVELOPMENT PERMIT NO.(2) \_\_\_\_\_

DIST:(3) \_\_\_\_\_ LAND LOT/PARCEL:(4) \_\_\_\_\_

A final inspection of this development has been completed and the Certificate of Development Conformance has been approved and accepted by the Director of the Department of Community Development. This is to provide assurance that the below-signed owner of this development agrees to the following as a condition precedent to the approval of any applicable Final Subdivision Plat or the issuance of any Certificate of Occupancy for the development.

1. PERFORMANCE

- A. The topping course on all streets and the installation of sidewalks, as listed on Exhibit "A" and attached hereto, shall be provided prior to (5) \_\_\_\_\_, 20\_\_\_\_.
- B. Final landscaping, as shown on the approved Buffer and Landscape Plan or Tree Protection Plan, as applicable, shall be provided in accordance with the schedule attached hereto Exhibit "B".
- C. All street shoulders and all easements shall be grassed and all of the improvements listed on Exhibit "C" and attached hereto, shall be completed on or before (6) \_\_\_\_\_, 20\_\_\_\_, said date being no more than three (3) calendar months from the date of Certificate of Development Conformance approval.

2. PERFORMANCE SURETY

In guarantee of the faithful completion of all improvements listed under Section 1, PERFORMANCE, the owner agrees to furnish to the City a letter or letters of credit or other acceptable security with good and sufficient surety acceptable to the City in the sums of:

- A. \$ \_\_\_\_\_ (7), representing 110 percent of the estimated cost of completing the final street topping and sidewalks;
- B. \$ \_\_\_\_\_ (8), representing 115 percent of the estimated cost of materials, and other attendant costs incidental to the installation of the final landscaping; and,
- C. \$ \_\_\_\_\_ (9), representing 110 percent of the estimated cost of completing all other improvements listed.

The owner further agrees and acknowledges his responsibility to make this condition known to any party to whom any interest in the subject property is conveyed.

3. MAINTENANCE

The owner hereby warrants to the City that all street improvements, drainage facilities and required landscaping within the development shall be maintained in compliance with the minimum standard requirements of the City in force as of the date of this agreement. Provided that this warranty shall apply only in such instances of non-compliance with such standard requirements as to which the City shall have given written notice to the owner on or before the date of (10) \_\_\_\_\_, 20\_\_\_\_\_, said date being \_\_\_\_ calendar months from the date of Development Approval for streets and drainage facilities and \_\_\_\_ calendar months from the date of development approval for required landscaping.

4. MAINTENANCE SURETY

A. STREET IMPROVEMENTS AND DRAINAGE FACILITIES

The owner agrees to furnish the City a letter of credit or other good and sufficient surety acceptable to the City in the sum of \$\_\_\_\_\_ (11), representing twenty (20%) percent of the estimated cost of the street improvements and drainage facilities, in guarantee of the faithful maintenance required under Section 3, MAINTENANCE, above.

B. LANDSCAPING

The owner agrees to furnish the City a letter of credit or other good and sufficient surety acceptable to the City in the sum of \$\_\_\_\_\_ (12), in guarantee of the faithful maintenance required under Section 3, MAINTENANCE, above.

5. INDEMNIFICATION

The owner hereby agrees to indemnify the City and hold the City harmless from any and all damages which the City may suffer and from any and all liability, claims including interest thereon, demands, attorney's fees and costs of defense, or judgment against it, arising from errors or omissions in the design or construction of the development or from the effects of storm water flows onto, from, or across any and all lands as a result of the development, and owner expressly agrees to defend against any claims brought or actions filed against the City where such claim or action involves in whole or in part, the subject of the indemnity contained herein whether such claims or actions are rightfully or wrongfully brought or filed. This indemnification shall commence upon the date of this agreement and shall continue in full force and effect for a period of ten (10) years thereafter.

6. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this agreement shall be declared or otherwise adjudged unconstitutional or void, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intent of the City of Norcross in adopting this agreement that no portion or provision of this agreement shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this agreement.

7. ASSIGNMENT OF LIABILITY

The owner hereby agrees that any assignment or transfer of the provisions of Section 5, INDEMNIFICATION, above, in whole or in part, to any successor in title or other person, shall be recorded with the Clerk of the Superior Court of Gwinnett County and a copy of said legal instrument, as recorded, shall be filed with the Department of Community Development.

Date: \_\_\_\_\_ 20\_\_\_\_ OWNER: (14) \_\_\_\_\_

(13) \_\_\_\_\_  
NOTARY PUBLIC  
OR  
CORPORATE SECRETARY

\_\_\_\_\_  
SIGNATURE (CORPORATE SEAL)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

**(SAMPLE FORM)**  
**(PREPARE ON CORPORATE LETTERHEAD)**

**CERTIFICATE OF CORPORATE RESOLUTION**  
**(ATTACHMENT "C")**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the attached document(s) with the City of Norcross, a political subdivision of the State of Georgia.

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(SECRETARY) (CORPORATE SEAL)

\_\_\_\_\_  
(NOTARY PUBLIC)

**(SAMPLE FORM)**  
**(PREPARE ON LOCAL BANK LETTERHEAD)**

**SURETY AGREEMENT FOR PERFORMANCE LETTER OF CREDIT**  
**(ATTACHMENT "D")**

DATE: \_\_\_\_\_

SUBJECT: SURETY AGREEMENT FOR PERFORMANCE (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 constructed in accordance with City of Norcross regulations and further that this money will not be released until such time that we are notified in writing by the Norcross Department of Community Development that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement for the project executed by the Principal on \_\_\_\_\_, 20\_\_\_\_\_.

This is also to advise that if the Principal should fail to perform within \_\_\_\_\_ days, this party as Surety will reimburse the City of Norcross the amount of the cost of the needed improvements; provided, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

**(SAMPLE FORM)**  
**(PREPARE ON LOCAL BANK LETTERHEAD)**

**SURETY AGREEMENT FOR MAINTENANCE LETTER OF CREDIT**  
**(ATTACHMENT "E")**

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 City of Norcross regulations and further that this money will not be released until such time that we are notified in writing by the City of Norcross Department of Community Development that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement for the project executed by the Principal on \_\_\_\_\_, 20\_\_\_\_.

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 Norcross the amount of the cost of the needed repairs providing, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

**(SAMPLE FORM)**  
**(PREPARE ON COMPANY LETTER)**

**MAINTENANCE/PERFORMANCE BOND**  
**(ATTACHMENT "F")**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_ of \_\_\_\_\_ County, State of \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and bound unto the City of Norcross, 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, said Final Plat is to be approved by the Director of the Department of Community Development and the City Engineer under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Norcross and conditioned that the Principal shall well and truly maintain all streets, right-of-ways, and drainage facilities shown on said Final Plat in accordance with standard requirements of the City of Norcross in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement with the City of Norcross, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, in which Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled \_\_\_\_\_, all streets shown on said plat and all drainage facilities shall be maintained in accordance with the standards aforesaid for a period of \_\_\_\_\_ months; and

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 Norcross 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 Norcross.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, in the presence of:

ATTEST: \_\_\_\_\_ (SEAL)

PRINCIPAL

BY: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary

(SEAL)

SURETY

BY: \_\_\_\_\_

**STORMWATER BMP MAINTENANCE AGREEMENT**  
**(Attachment G)**

**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 Norcross, Gwinnett 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 Norcross (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 Gwinnett 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 Norcross 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 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.

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 NORCROSS, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Director, Community Development

(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 NORCROSS, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Director, Community Development

(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 NORCROSS, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Director, Community Development

(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 NORCROSS, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Director, Community Development

(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 NORCROSS**

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 NORCROSS, 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 Norcross. 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**

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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**

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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)

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

**BMP MAINTENANCE BOND CALCULATION**

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

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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 Norcross, 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 Norcross 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 Norcross 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 Norcross in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Maintenance Agreement with the City of Norcross, 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 Norcross 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 Norcross 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 Norcross.

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:

\_\_\_\_\_(SEAL)  
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 Norcross regulations and for a period of not less than 18 months. This money will not be released until such time, not to exceed 10 years in the aggregate, that we are notified in writing by the City of Norcross Department of Community 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 Norcross 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 Norcross 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title

ATTEST: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
(Title) Corporate Secretary

**CITY OF NORCROSS**

(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<br>Emergency Spillways                               |         |    |             |           |                        |
| 1. Vegetation and Ground Cover<br>Adequate                                       |         |    |             |           |                        |
| 2. Surface Erosion   |         |    |             |           |                        |
| 3. Animal Burrows  |         |    |             |           |                        |
| 4. Unauthorized Planting   |         |    |             |           |                        |
| 5. Cracking, Bulging, or Sliding<br>of Dam                                       |         |    |             |           |                        |
| a. Upstream Face   |         |    |             |           |                        |
| b. Downstream Face   |         |    |             |           |                        |
| c. At or Beyond Toe  |         |    |             |           |                        |
| Upstream   |         |    |             |           |                        |
| Downstream   |         |    |             |           |                        |
| d. Emergency Spillway  |         |    |             |           |                        |
| 6. Pond, Toe & Chimney Drains<br>Clear & Functioning                             |         |    |             |           |                        |
| 7. Seeps/Leaks on Downstream<br>Face   |         |    |             |           |                        |
| 8. Slope Protection or Riprap<br>Failures  |         |    |             |           |                        |
| 9. Vertical and Horizontal<br>Alignment of Top of Dam as<br>Per "As-Build" Plans |         |    |             |           |                        |
| 10. Emergency Spillway Clear of<br>Obstructions and Debris                       |         |    |             |           |                        |
| 11. Other (Specify)  |         |    |             |           |                        |

| ITEM INSPECTED   | CHECKED |    | MAINTENANCE |           | OBSERVATIONS & REMARKS |
|--|---------|----|-------------|-----------|------------------------|
|  | Yes     | No | Reqd.       | Not Reqd. |                        |
| <b>B. Riser and Principal Spillway</b><br><br>Type: Reinforced Concrete _____<br>Corrugated                    _____<br>Masonry                        _____<br><br>*Indicates Dry Ponds Only<br><br>1.* Low Flow Orifice Obstructed |         |    |             |           |                        |
| 2.* Low Flow Trash Rack  |         |    |             |           |                        |
| a. Debris Removal Necessary<br>b. Corrosion Control  |         |    |             |           |                        |
| 3. Weir Trash Rack Maintenance   |         |    |             |           |                        |
| a. Debris Removal Necessary<br>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)  |         |    |             |           |                        |
| <b>C. Permanent Pool – Wet Ponds</b>   |         |    |             |           |                        |
| 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: \_\_\_\_\_