



www.JohnsCreekGA.gov
 678-512-3200 ~ 678-512-3303 (fax)
 12000 Findley Road, Suite 400, Johns Creek, GA 30097

Date: ___ / ___ / ___
 Permit No.: _____
 Fee: \$ _____

AS-BUILT & END OF DEVELOPMENT PERMIT APPLICATION

NON-SUBDIVISION

TYPE

Description of development (check all that apply):

- Multi-Family Development
- Commercial / Office / Retail
- Mixed-Use

PROJECT

Name of Project or Subdivision (note name of former Subdivision, if any)		LDP#		
Property Address		Suite/Apt #.	City	State
				GA
				Zip Code
Property ID / PIN	Zoning	Zoning Case No.	Total Acreage	Disturbed Acreage
Owner of Record (Company / Individual)				
Owner Address		Suite/Apt #.	City	State
				Zip Code

APPLICANT

Applicant Name

Company

Mailing Address	Suite/Apt #.	City	State	Zip Code
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Phone	Cell Phone	Fax Phone	E-mail (for sending review comments)
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I hereby certify that all information provided herein is true and correct.

Applicant Signature: Property Owner or Owner's Representative	Date
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AS-BUILT & END OF DEVELOPMENT APPLICATION & CHECKLIST

NON – SUBDIVIDED/COMMERCIAL PROJECTS

OVERVIEW

This document contains the information required to submit as-built drawings for City of Johns Creek approval. As-builts and stormwater facilities maintenance agreements are required for both commercial and residential projects. Water & Sewer as-builts must be approved by Fulton County and storm system as-builts and maintenance agreements are required and reviewed and approved by the City of Johns Creek. All documentation is required prior to the issuance of a Certificate of Occupancy or Completion. Submittal deadline is **Tuesday by 11:00 am** to receive plan review comments/approval by Wednesday of the following week.

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CONTACT US

678-512-3200

Plans Coordinator.....	Julie Paquin
Planning & Zoning.....	Jennifer Glenn
Site Plan Review.....	Richard Cooper/Chris Moss
Addressing.....	MaryAnne Koutrelakos
City Arborist.....	Jennifer Glenn
Land Development Manager.....	Seth Yurman
Public Works.....	Lister Carbon
Land Development Inspectors.....	Richard Cooper/Chris Moss

OTHER HELPFUL TELEPHONE NUMBERS

Fulton County Environmental Health Services.....	(404) 332-1801
Water Meters, Septic Tank Permits (Residential & Commercial), Water Well Permits, Community Swimming Pools	
Call Before You Dig.....	(800) 282-7411 or 811
Georgia Department of Transportation.....	(404) 986-1094
Fulton County Water / Sewer.....	(404) 730-7399

The City of Johns Creek reserves the right to change this packet and/or review criteria deemed necessary at any time.

1. MINIMUM SUBMITTAL CHECKLIST

When submitting plans for review, provide **all** items listed below. If not applicable, please explain justification to plans intake personnel upon submittal. Incomplete applications **will not be accepted into the review process.**

FOR CITY OF JOHNS CREEK USE (to be initialed by Permit Plans Intake personnel):

Applicant *COJC* *Please check each item only if complete and included*

↓ ↓

AS-BUILTS:

- ___ ___ 1. Completed As-Built Application and Submittal fee
- ___ ___ 2. Provide four (4) sets of storm system as-builts, bearing the design professional's seal and signature. Maximum sheet size shall be 30" x 42".
 - Drainage & detention facility
 - Storm drain system as-builts: plan & profile
 - Roadway improvements as-builts: plan
 - As-Built Flood or Hydrology Study
 - Project Name/Address, Owner's Name/Address/Phone, Design Firm Name/Address/Phone
 - Engineer As-Built Detention Facility Certificate and Stormwater Maintenance Agreement
- ___ ___ C. Provide the following Address Chart for any project that has two or more assigned/approved addresses.

ADDRESS CHART

PARCEL/TRACT	STREET NO.	STREET NAME	ACRES	SQ. FT.

- ___ ___ 3. **Final site approval from City of Johns Creek Development Inspector (see page 26)**

3. ENGINEERING FEE SCHEDULE

Review Fees		
CONCEPT PLANS	Use	Cost Per Unit
	Residential	\$350 plus \$5 per lot
	Commercial	\$350 plus \$5 per acre
LAND DISTURBANCE PERMIT	Use	Cost Per Unit
	Residential	\$350 plus \$20 per lot <i>Additional review fee of \$200 assessed for the second and subsequent re-submittal of plans</i>
	Commercial	\$350 plus \$20 per acre <i>Additional review fee of \$200 assessed for the second and subsequent re-submittal of plans</i>
FINAL PLAT	\$350 plus \$5 per lot	
MINOR SUBDIVISION	\$350	

4. AS-BUILT CHECKLIST

Reviewed By: _____ Phone: _____ Accepted / Denied

Applicant *COJC* Please check each item only if complete and included

↓ ↓

- ___ ___ 1. Provide Professional Engineer's seal and signature on As-Built drawings for stormwater management facilities.
- ___ ___ 2. Fulton County water as-built approval required
- ___ ___ 3. Fulton County sanitary sewer as-built approval required
- ___ ___ 4. List project name including a.k.a./f.k.a and the City of Johns Creek Land Disturbance Permit (L.D.P.) number and HTE number.
- ___ ___ 5. Provide North Arrow (state plane GA West)
- ___ ___ 6. Indicate engineer's name, address, and phone number. Dates of revision shall be included and plans shall be signed and sealed by a Professional Engineer.
- ___ ___ 7. Depict Land Lot, Districts, Section, City, and County.
- ___ ___ 8. List owner's name, address, and telephone number and 24 hour contact name/local phone.
- ___ ___ 9. The as-built submittal shall be to scale on 24" x 36" sheets. Include a location map.
- ___ ___ 10. Street names shall match that of the final plat and be reserved through Community Development.
- ___ ___ 11. Show all adjacent property lines, subdivisions, and existing buildings.
- ___ ___ 12. Show all pipe crossings (storm drainage, sanitary sewer, water, and sewer laterals) on plan and profile views.
- ___ ___ 13. Indicate type of pipe, size, slope, and length of sanitary sewer, storm drainage system, and water. Delineate all streams, local and state stream buffers, and 100-yr floodplain.
- ___ ___ 14. All manholes indicated with identification, station number, top elevation, invert elevations (in and out).
- ___ ___ 15. Show ALL easements (water, sanitary sewer, drainage, access, utility, combination, etc.) dedicated to Fulton County and/or the City of Johns Creek. All public easements must be recorded and clearly show as such. All storm drain lines and conveyances shall have a twenty (20) feet drainage easement shown.
- ___ ___ 16. All internal angles in the direction of flow shall be shown on sewer lines. Show and indicate direction of flow on sewer lines.
- ___ ___ 17. Sewer laterals shall be provided for each lot. Laterals from street sanitary sewer lines must extend at least ten and one-half (10.5) feet behind back of curb. On commercial projects, show clean-outs at limits of easement.
- ___ ___ 18. Show all storm drainage systems, including profile of detention pond and all offsite drainage easements. All storm drain lines and conveyances shall have a twenty (20) feet drainage easement shown.
- ___ ___ 19. Provide course and distance to the nearest two (2) Fulton County or Johns Creek G.I.S. Monuments (must state monument I.D. number).
- ___ ___ 20. Show the following on detention ponds:
 - ___ ___ A. 6 ft. fence, 10 ft. inside access easement, 20 ft. landscape strip around pond, and a 20 ft. access easement leading to pond.
 - ___ ___ B. Outlet structure with dimensions.

4. AS-BUILT CHECKLIST - Continued

- ___ ___ C. Indicate 25-yr. and 100-yr. storm elevations, volume of pond and how detention is provided if no pond is on site.
- ___ ___ 21. Provide City of Johns Creek As-Built Detention Facility – Engineer’s Certificate per Required Document Checklist (included in packet) signed and sealed by Professional Engineer. Show size, length and width of rip-rap at head walls.
- ___ ___ 22. All alterations and/or field changes must be reflected on as-built prior to final approval.
- ___ ___ 23. Performance and Maintenance Sureties (included in packet) are required prior to final approval of as-builts per Required Document Checklist (if applicable).
- ___ ___ 24. Provide a copy of the FIRM panel map on the front sheet. Show and label the location of the site.
- ___ ___ 25. Stormwater Facilities Maintenance Agreement: recorded with the Clerk of Superior Court of Fulton County showing the Deed Book and Page Number on the Final Plat.
- ___ ___ 26. Provide the following Drainage Notes (per the Development Regulations Article 10):
 - A. The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases the City of Johns Creek from any and all liability and responsibility for, and the City of Johns Creek assumes no liability, but rather expressly disclaims any liability for: flooding or erosion from storm drains; flooding from high water of natural creeks, river or drainage features; maintenance of pipes, culverts or structures located outside of public right-of-way; or maintenance of natural creeks, river or drainage features . A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by these regulations and the Director of Public Works. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like necessary to remedy a condition, which in the judgment of said Director is potentially injurious to life, property or the public road or utility system. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of the City of Johns Creek nor an abrogation of the City of Johns Creek’s right to seek reimbursement for expenses from the owner/s of the property/ies of the lands that generated the conditions.
 - B. Stream Buffers are to remain in a natural and undisturbed condition.
 - C. Structures are not allowed in drainage easements.

5. REQUIRED DOCUMENTS INSTRUCTIONS

As-Built Detention Facility – Engineer’s Certificate

This form, which certifies pond construction specifications, is to be completed by a registered Professional Engineer in the state of Georgia. Use more than one form if certifying more than two detention facilities.

Stormwater Facilities Maintenance Agreement

This agreement, which shall be recorded among the deed records of the Clerk of Superior Court of Fulton County, states that all stormwater facilities will be maintained by the property owner. The following must be submitted and approved by the City of Johns Creek prior to recording:

- *Stormwater Maintenance Agreement* (pgs. 35-37 of this packet) plus **one** of the *signature and notary pages* (pgs. 38-41) depending on what type of ownership (Property Owner Corporation, Partnership, LLC, or Individual or Property Owned Jointly by Several Individuals)
- *Exhibit "A"*– Full Plat and Legal Description (reduced to 8.5" x 11") of **entire property** showing extent of stormwater drainage system, detention facilities, and all pipes, channels, or other conveyances.
- *Exhibit "B"*– A short narrative describing the Maintenance and Inspections Schedule for the stormwater facilities. Include **method and frequency of inspections** (minimum 1/year) and the **person or entity responsible** for performing the inspections. Inspections shall be recorded on the *BMP Facility Operation and Maintenance Inspection Report for Pond Facilities* document (Exhibit "D").
- *Exhibit "C"*– *Permanent Water Quality BMP and Access Easement Agreement* (pg. 42) plus **one** of the *signature and notary pages* (pgs. 43-46) depending on what type of ownership (Property Owner Corporation, Partnership, LLC, or Individual or Property Owned Jointly by Several Individuals)
- *Exhibit "1"*(from Exhibit "C") – Plat and Legal Description (reduced to 8.5" x 11") of **Access Easement** referenced in *Permanent Water Quality BMP and Access Easement Agreement*.
- *Exhibit "D"*- *BMP Facility Operation and Maintenance Inspection Report for Pond Facilities*. This document must be included in the Stormwater Facilities Maintenance Agreement and recorded. Use this inspection form to conduct facility inspections and submit completed reports to the City of Johns Creek.

Floodplain Indemnification

This document indemnifies the City of Johns Creek from any liability on projects that exist in or around a designated floodplain.

6. AS-BUILT DETENTION FACILITY – ENGINEER’S CERTIFICATE



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12000 Findley Road, Suite 400, Johns Creek, GA 30097

As-Built Detention Facility – Engineer’s Certificate

Confirm by stating area, dimensions, volumes or elevation:

Date: _____ Project Name & #: _____
 Pond # _____ Pond # _____
 Location: Lot# _____ Location: Lot# _____
 Street Name: _____

Type of Control orifice/weir:

- | | | |
|---|--|--|
| – Elevation @ bottom of lowest orifice/weir | | |
| – Elevation @ bottom of second lowest orifice/weir | | |
| – Diameter of orifice(s)/dimensions of weir(s) | | |
| – 2 yr. water surface elevation | | |
| – Volume of pond at 2-yr. WSE | | |
| – Outlet velocities (v25) into down-stream, receiving conveyance system | | |
| – Square footage in pond bottom 25-yr. WSE | | |
| – 25 yr. water surface elevation | | |
| – Longest dimension @ 25 yr. WSE | | |
| – Square footage in pond bottom 25 yr. WSE | | |
| – 25 yr. storage volume | | |
| – 100 yr. storage volume | | |
| – 100 yr. water surface elevation | | |
| – Freeboard above 100-yr. WSE | | |
| – Top of berm/wall elevation (lowest) | | |
| – Principal spillway type | | |
| – Emergency spillway type | | |

This the _____ day of _____, _____ Year.

Signature: _____ Printed Name: _____

Georgia P.E. Registration #: _____

I, _____, a registered professional engineer in the State of Georgia, hereby certify with my signature and seal that the detention facility (facilities) for the project known as _____, LDP # _____, for owner/developer _____, lying in Land Lot(s) _____ of the District(s) _____, of the City of Johns Creek, Fulton County, Georgia has been constructed in conformance with the permitted plans and specifications, that the actual stage-storage relationships will not produce discharge rates greater than those stated in the accepted hydrology report for the respective storm events, and that the pond functions in accordance with Johns Creek requirements. I further certify that downstream, off-site property(ies) are not receiving discharges at erosive velocities or at velocities greater than the pre-development rates, whichever is less. To support my conclusions, I hereby certify that the following data are field measurements of the as-built pond made on _____.

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT



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12000 Findley Road, Suite 400, Johns Creek, GA 30097

STATE OF GEORGIA
FULTON COUNTY
CITY OF JOHNS CREEK

Stormwater Facilities 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 Fulton 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, Johns Creek (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 Code of the City of Johns Creek requires 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, including pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater, 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 and 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 Johns Creek 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, and in the event the violation constitutes an immediate danger to public health or public safety, 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 this 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 or a letter of credit providing for the maintenance of the facility or facilities pursuant to the City's Code 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 judgment 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.

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

SECTION 11

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Fulton 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.

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, a
Printed or Typed Name

Georgia Corporation,

BY: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____

Title: _____

(CORPORATE SEAL)

Notary: _____

JOHNS CREEK, GEORGIA.

By : _____
City of Johns Creek
Director of Community Development

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)

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____
Printed or Typed Name

BY: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
Managing Person

Notary: _____ (Seal)
Notary Public

JOHNS CREEK, GEORGIA.

By : _____
City of Johns Creek
Director of Community Development

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)

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

SO AGREED this _____ day of _____, 20____.

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

BY: _____ Attest: _____
Signature of Owner *Signature of Witness*

Typed or Printed Name *Typed or Printed Name*

BY: _____ Attest: _____
Signature of Owner *Signature of Witness*

Typed or Printed Name *Typed or Printed Name*

BY: _____ Attest: _____
Signature of Owner *Signature of Witness*

Typed or Printed Name *Typed or Printed Name*

Notary: _____ (Seal)
Notary Public

JOHNS CREEK, GEORGIA.

By : _____
City of Johns Creek
Director of Community Development

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
COUNTY OF FULTON
CITY OF JOHNS CREEK

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 JOHNS CREEK, 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 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 Johns Creek Department of Community Development. 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 *Signature of Witness*

Typed or Printed Name *Typed or Printed Name*

BY: _____ Attest: _____
Signature of Owner *Signature of Witness*

Typed or Printed Name *Typed or Printed Name*

BY: _____ Attest: _____
Signature of Owner *Signature of Witness*

Typed or Printed Name *Typed or Printed Name*

Notary: _____ (Seal)
Notary Public

Attachments: Exhibit 1 (Plat of Easement)

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

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

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)

Attachments: Exhibit 1 (Plat of Easement)

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: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
Managing Person

Notary: _____ (Seal)
Notary Public

Attachments: Exhibit 1 (Plat of Easement)

EXHIBIT 'D'

JOHNS CREEK

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		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 & Funct.					
7. Seeps/Leaks on Downstream Face.					

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Req'd	Not Req'd.	
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					

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

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

7. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Req'd	Not Req'd.	
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 Req'd.					
b. Graffiti Removal Req'd.					
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: _____ Date: _____
 Inspector

8. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued



www.JohnsCreekGA.gov
678-512-3200 ~ 678-512-3303 (fax)
12000 Findley Road, Suite 400, Johns Creek, GA 30097

FLOOD PLAIN INDEMNIFICATION – Not for Plats

STATE OF GEORGIA

CITY OF JOHNS CREEK

For good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, _____

_____ (herein after referred to as "Owner") does hereby agree to indemnify and hold harmless the CITY OF JOHNS CREEK (herein after "Johns Creek") from any and all liability, claims, demands or courses of action, whatever nature arising out of or related in any manner to the construction activities to be conducted by Owner pursuant to the Land disturbance Permit # _____

on file in the of City Johns Creek Community Development Department in or around the designated flood plain area located upon Owner's property for _____

_____ (herein after referred to as "Property"), including but not limited to claims on the part of any person or entity for damages or injury as a result of increase of flow of surface or flood waters, diversion of surface or flood waters, impeding of flow of waters within the flood plain, siltation, or any other event resulting from either said construction activities or Owner's failure to properly maintain drainage structures and facilities in the future.

Owner further covenants and agrees to perform such construction within the flood plain in strict compliance with the Land Disturbance Permit approved by the City of Johns Creek and to maintain all drainage structures and facilities detailed in Land Disturbance Permit documents so as to assure that the flood carrying capacity of the flood plain is maintained.

This agreement shall be binding upon the heirs or successors of Owners, and shall constitute a covenant running with the land. Owner expressly agrees that this agreement shall be recorded in the real property records of Fulton County, Georgia, and shall be binding upon all subsequent transferees of said Property.

IN WITNESS WHEREOF, Owner has hereunto set his hand and affixed his seal this

_____ day of _____, _____
Date Month Year

Signature of Owner

NOTARY PUBLIC SIGNATURE & SEAL

UNOFFICIAL WITNESS SIGNATURE



www.johnscreekga.gov

678-512-3200 ~ (fax) 678-512-3199

12000 Findley Road, Suite 400, Johns Creek, GA 30097

LAND DEVELOPMENT FINAL INSPECTION CHECKLIST

Date:

LDP#:

Project Name:

Inspection #:

Check all that applies:

See attached deficiency list for details:

	Accepted:	Rejected:
1. Site Stabilization (100% coverage, 70% density)	<input type="checkbox"/>	<input type="checkbox"/>
2. Storm Water System	<input type="checkbox"/>	<input type="checkbox"/>
3. Buffers (Stream, Zoning, L/S Strips)	<input type="checkbox"/>	<input type="checkbox"/>
4. Grading (Slopes, Ditches, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
5. Roads	<input type="checkbox"/>	<input type="checkbox"/>
6. Curb & Gutter	<input type="checkbox"/>	<input type="checkbox"/>
7. Detention/Retention Pond	<input type="checkbox"/>	<input type="checkbox"/>
8. Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>
9. Utilities/Striping	<input type="checkbox"/>	<input type="checkbox"/>
10. Conditions of Zoning	<input type="checkbox"/>	<input type="checkbox"/>
11. Landscaping	<input type="checkbox"/>	<input type="checkbox"/>
12. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED FOR RELEASE

DENIED FOR RELEASE
See attached deficiency list for details:

Land Development Inspector
City of Johns Creek