

STATE OF GEORGIA

COUNTY OF GWINNETT

Maintenance Agreement

WHEREAS, the Property Owner D.G. JENKINS DEVELOPMENT CORP 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, HAMILTON CROSSING, located in Land Lot(s) 143, District(s) 1ST, of 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, Gwinnett County (hereinafter referred to as "the County") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the County 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 County 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 County, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the County deems necessary. Whenever possible, the County shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of Gwinnett County to allow the County 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.

TOM LAWLER, CLERK

2000 NOV 15 AM 8:00

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

141736

PPL 2000-0

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 County and in accordance with the maintenance schedule incorporated in this Agreement, the County, 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 County to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the County is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the County.

SECTION 5.

In the event the County, 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 County, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the County hereunder. If not paid within the prescribed time period, the County shall secure a lien against the 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 County 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 County with a bond or a letter of credit providing for the maintenance of the facility or facilities pursuant to the County'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 County and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the County. In the event a claim is asserted against the County, its authorized agents or employees, the County shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the County, 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.

BK21687 PG0045

MAINTENANCE AGREEMENT

SO AGREED this 13th day of OCTOBER, 15 2000

PROPERTY OWNER
CORPORATION

Name of Corporation: D.G. JENKINS DEV. CORP., A Georgia Corporation

By: DAVID JENKINS

Title: Pres.
(President or Vice President)

Attest: DAVID JENKINS

Title: Sec.
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

GWINNETT COUNTY, GEORGIA.

Attest: Brenda Maddy
County Clerk

By: David Chastant, PE
Chief Engineer, Storm Water Management
(Per resolution passed by BOC 9/7/1999)

(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)