



LAND DISTURBANCE PERMIT

This Land Disturbance Permit packet includes:

- Flowchart of Permitting and Inspections Procedures
- Applicant Instructions
- Signature Route Sheet
- Affidavit for external agency approvals/permits
- E & S Control Agreement
- E&S Performance Bond
- Stormwater Maintenance Agreement and Exhibits A - D
- As-Built requirements:
 - Engineer's Certificate: Retaining Wall
 - Engineer's Certificate: Detention Facility
 - Engineer's Certificate: Flood Plains
 - Engineer's Certificate: Roadway

For questions or additional information, please contact:

City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021
Phone: (404) 296-6489
www.cityofclarkston.com



LAND DISTURBANCE PERMIT APPLICANT INSTRUCTIONS

1. Applicant has completed Site Development Plan Review Processes and has received review approval letter from the City.
2. Applicant receives all outside agency approvals and submits to City once completed.
3. Applicant completes all required affidavits, inspection and maintenance agreements, bonds and submits to the City.
 - a. Inspection and maintenance agreement in accordance with section 22-109, if applicable
 - b. Performance bond in accordance with section 22-11, if applicable, and
4. Applicant prepares site with all required soil erosion and sedimentation control devices and any tree protective fencing.
5. City reviews for all required outside agency approvals and completion of any required affidavits, agreements, bonds and schedules a Pre-Construction Meeting if complete.
 - a. If the permit application, stormwater management plan, and inspection and maintenance agreement meet the requirements of the city ordinances, the city may issue a permit for the land development project, provided all other legal requirements for the issuance of such a permit have been met. (Sec. 22-12(e)).
6. City holds a Pre-Construction Meeting at site to check that all site stabilization measures are in place per plans, signs any required remaining paperwork and issues permit approval with any conditions as well as Permit Card to be placed at the job site outlining inspection schedule.
7. Land disturbing activities under the permit must begin within 120 days after issuance of the Land Disturbance Permit. The issuance of a land disturbance permit by the City of Clarkston does not indicate approval by other necessary local governments, State or Federal departments or agencies.
8. During construction, soil and erosion and stormwater inspections occur by City or city contractor; City may also review for compliance with zoning and tree ordinance requirements; Public Works/Building Inspector completes review before issuing a Certificate of Occupancy.



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489
Fax 404.296.6480

SIGNATURE ROUTE SHEET

Provide five (5) sets of revised plans and this sheet to reviewers for sign off; five (5) sets for as-built plan approval; and copy of proof of signed NOI and NPDES fees paid to city clerk.

Project Name & Phase: _____ Primary Contact: _____
Telephone #: _____ Fax #: _____
Address: _____ Email: _____

I agree to comply with all applicable development regulations of the City of Clarkston, Georgia, and laws pertaining to Soil and Erosion Control and Stormwater Management. All work must comply with the plans and specifications as approved.

Permittee (print): _____ Signature: _____

City Engineering: _____ Date: _____
[ALL LAND DEVELOPMENT PERMITS]

Dekalb County Water & Sewer: _____ Date: _____
[NOT NECESSARY FOR FINAL PLATS OR AS BUILTS]

Dekalb Public Works Department: _____ Date: _____
[NOT NECESSARY FOR FINAL PLATS OR AS BUILT PLANS]

Dekalb Fire Marshal: _____ Date: _____
[ONLY NECESSARY FOR ROAD CONSTRUCTION AND SITE DEVELOPMENT]

Health Department: _____ Date: _____
[ONLY NECESSARY IF UTILIZING SEPTIC SYSTEMS OR A RESTAURANT USE]

Tax Assessors Office: _____ Date: _____
[NOT NECESSARY FOR CLEARING / GRADING PLANS]

GIS/Addressing: _____ Date: _____
[NOT NECESSARY FOR CLEARING / GRADING PLANS OR ROAD CONSTRUCTION]

- ☐ Approvals have been obtained for the issuance of a land development permit. All work must comply with the plans and specifications as approved; one (1) extension may be granted if requested in writing prior to the expiration date. This permit becomes effective _____ and expires on _____.
- ☐ A revision to the original permit has been approved; this permit expires on _____.
- ☐ An extension to the original permit has been granted; this permit expires on _____.
- ☐ Approvals have been obtained to authorize the recording of a final plat.
- ☐ Approvals have been obtained for the following change of use / as built plan:
_____.

PLANNING DIRECTOR / DESIGNEE: _____ Date: _____



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489

AFFIDAVIT FOR EVIDENCE OF ACQUISITION OF APPLICABLE LOCAL, STATE AND FEDERAL PERMITS

I HEREBY CERTIFY that I am the owner or the owner's representative and all other applicable environmental permits have been acquired for the site prior to final approval of the Construction Plans, as follows:

1. U.S. Army Corps of Engineer's approval for the wetland delineation if it is determined that wetlands are likely to be present on the site, and all wetland's permits as needed, and/or Section 404 permit for fill activities within a jurisdictional waters.
2. Georgia Department of Natural Resources buffer encroachment permits as needed,
3. Georgia Department of Transportation approval for access onto State right-of-way,
4. For land disturbance of one acre or more or properties within 200 feet of state waters, copy of Notice of Intent and receipt of NPDES fees paid to Georgia EPD

Documentation for the listed permits (as applicable) must be attached.

Sworn to and subscribed before me this ____ day of _____, 20____.

Print Name

(SEAL)

Notary Public



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489

EROSION & SEDIMENTATION CONTROL AGREEMENT

LAND DISTURBANCE PERMIT NO. _____

THIS PERMIT AUTHORIZES: _____

TO BEGIN GRADING ON: _____

AT THE FOLLOWING LOCATION: _____

THE AUTHORIZED PERSON ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE FOR TAKING ADEQUATE STEPS TO:

1. PREVENT SOIL EROSION ON SAID PROPERTY.
2. CONTROL THE MOVEMENT OF SEDIMENT OFF THE SITE BY MEANS OF PROPERLY CONSTRUCTED AND MAINTAINED BMP'S (I.E. SILT TRAPS, SILT FENCE, HAY BALES, ETC.) IN THOSE AREAS WHERE RUNOFF EXITS THE PROPERTY.
3. KEEP MUD OFF OF STREETS FRONTING THIS PROPERTY BY CONSTRUCTION AND MAINTENANCE OF A DRIVEWAY PAD AND REMOVAL OF MUD FROM THE STREET WHEN NECESSARY.
4. MAINTAIN BEST MANAGEMENT PRACTICES (BMP's) THROUGHOUT THE DEVELOPMENT IN ACCORDANCE WITH THE BARTOW COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN THE ISSUANCE OF A STOP WORK ORDER AND/OR OTHER CITATIONS.

EFFECTIVE THIS _____ DAY OF _____, 20 _____.

APPLICANT

CITY OFFICIAL



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489

EROSION AND SEDIMENT CONTROL MAINTENANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal, are held and bound unto City of Clarkston, 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 obligations is such that,

WHEREAS, the Principal will inspect and maintain the operational characteristics of the erosion and sedimentation control measures on the facility in accordance with the approved Development Plans, and the City of Clarkston Erosion and Sediment Control Ordinance, as determined by the City of Clarkston, and such that the facility complies with the requirements of the Development Regulations during the period of construction covered by said permit.

WHEREAS, the Principal shall maintain the erosion and sedimentation control Best Management Practices in accordance with the Manual for Erosion and Sediment Control in Georgia. The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to, and concurrent with, land-disturbing activities. If full implementation of the approved plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source.

WHEREAS, the maintenance of all of the soil erosion and sedimentation control measures and practices, whether temporary or permanent, shall be at all times the responsibility of the Principal.

WHEREAS, the City of Clarkston, has the authority to require the Principal to post a bond in the form of a cash bond up to, but not exceeding \$3,000 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuance of a permit. Said bond being provided and made available to the City of Clarkston in the event that the Principal fails to maintain compliance with the provisions of this bond and the City of Clarkston elects to hire a contractor to stabilize the project site and otherwise bring the site into compliance;

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 Principal shall be liable in payment to the City of Clarkston of a sum not to exceed \$_____ (calculated as \$_____ per acre over a total of _____ acres. The bond value is to be used to cover the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Clarkston. The cash bond shall remain in full force and effect until permanent stabilization and satisfactory removal of temporary erosion control measures, as determined solely by the City of Clarkston, or 6 months from issuance of Final Certificate of Occupancy (C.O.).

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

ATTEST:

BY: _____ (SEAL)
Principal Signature

Corporate Secretary

Printed Name and Title



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489

STORMWATER MAINTENANCE AGREEMENT

WHEREAS, the Property Owner _____ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, _____, located in Land Lot(s) _____, District(s) _____, of the City of Clarkston, 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, The City of Clarkston (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

The facility or facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

SECTION 2

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

SECTION 3

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of The City of Clarkston to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

SECTION 4

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 5

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities.

SECTION 6

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

SECTION 7

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

SECTION 8

The Property Owner shall provide the City with a bond 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 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 The City of Clarkston 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
Printed or Typed Name

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)

THE CITY OF CLARKSTON, GEORGIA

Attest: _____
City Clerk

By: _____
City Engineer

(CITY SEAL)

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
PARTNERSHIP**

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

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)

THE CITY OF CLARKSTON, GEORGIA

Attest: _____
City Clerk

By: _____
City Engineer

(CITY SEAL)

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

EXHIBIT B

STORMWATER FACILITY INSPECTION AND MAINTENANCE SCHEDULE

STORMWATER FACILITY	INSPECTION FREQUENCY	MAINTENANCE FREQUENCY
Wet Pond	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Dry Pond	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Constructed Wetlands	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Filtration Facility	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Enhanced Swales, Grass Channels and Filter Strips	Once per Year	Once per Month, Year and after a Major Rain Event (>2")
Other Stormwater Infrastructure (culverts, pipes, drop inlets, outfalls, etc.)	20% per Year	As needed per the The City of Clarkston Maintenance Policy

Inspections - The City of Clarkston will inspect each stormwater facility listed above at least once per year. The results of each inspection will be documented and provided to the BMP owner of record, as appropriate. Other components of the storm sewer system (e.g., pipes, culverts, drop inlets, etc.) will be inspected by the City on a periodic basis (approximately 20% each year).

Required Maintenance - All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual. (See www.georgiastormwater.com for more information).

Maintenance Responsibility - In general, the City is responsible for maintenance of all stormwater infrastructure located on public property (including structures deeded to the City located in residential subdivisions), in flood-prone areas and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

Additional Guidance - Additional information on inspections and maintenance policies of stormwater facilities and related infrastructure is provided in the City of Clarkston Stormwater Maintenance Policy. Note: The City of Clarkston Stormwater Maintenance Policy is subject to change with approval by the City Council.

EXHIBIT C

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

THIS EASEMENT granted this _____ day of _____, 20____
between the property owner _____ as party
of the first part, hereinafter referred to as Grantor, and the City of Clarkston,
a political subdivision of the State of Georgia, as party of the second part,
hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE
DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this
easement and in consideration of the agreements and covenants contained
in this document and the Maintenance Agreement between Grantor and
Grantee, hereby grants unto the Grantee an easement in and to that portion
of the property shown on Exhibit "A" to the Maintenance Agreement, as
shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for
maintenance activities to the Water Quality Best Management Practice (BMP)
facility, and to prevent development of the property within the easement
following issuance of the Certificate of Occupancy or in the case of a
residential subdivision, the approval of the Final Plat, without written
permission from Dekalb County Department of Public Works. 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
Printed or Typed Name

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)

THE CITY OF CLARKSTON, GEORGIA

Attest: _____
City Clerk

By: _____
City Engineer

(CITY SEAL)

Attachments:

Exhibit 1. Plat of Easement

EXHIBIT D

OPERATION AND MAINTENANCE INSPECTION REPORT FOR STORMWATER MANAGEMENT PONDS

Inspection Date _____ Inspector Name _____

Project Location _____

Description of Pond (normal pool or dry) _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
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					
i. Upstream					
ii. Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary					
b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
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 Required					
b. Graffiti Removal Required					
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: _____
Inspector

Date: _____



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489

***** ENGINEER'S CERTIFICATE *****

AS-BUILT STRUCTURAL RETAINING WALL

I, _____, a registered Professional Engineer in the State of Georgia, hereby certify with my signature and seal, that I have made sufficient visits to the construction site and to the best of my knowledge, the structural retaining wall for the project known as _____

_____ dated _____ lying in land lot _____ of the _____ district, City of Clarkston, Georgia, has been constructed under my supervision, and was constructed in conformance with the accepted design for the above listed project.

This the _____ day of _____, 20_____.

(signature and seal)

Georgia Registration No. _____



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489

*** * * * ENGINEER'S CERTIFICATE * * * ***

AS-BUILT DETENTION FACILITY

I, _____, a registered
Professional Engineer in the State of Georgia, hereby certify that I have made
sufficient visits to the construction site and to the best of my knowledge and belief
the detention facility (facilities) for the project known as

dated _____ lying in land lot _____ of the
_____ district, City of Clarkston, Georgia, has (have) been
constructed to accepted plans and specifications and in accordance with City of
Clarkston requirements.

This the _____ day of _____, 20_____.

(signature and seal)

Georgia Registration No. _____



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489

* * * * ENGINEER'S CERTIFICATE * * * *

AS-BUILT FLOOD PLAINS

I, _____, a registered Professional Engineer in the
State of Georgia, hereby certify that I have visited the construction site and
to the best of my knowledge and belief the grading and drainage plans for
the _____ project _____ known _____ as

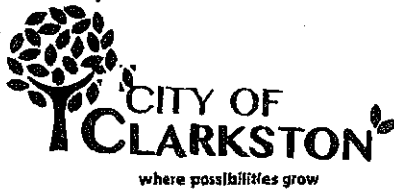
_____ lying in

land lot _____ of the _____ district, City of Clarkston, have
been completed and in my opinion, the execution of said plans has not
diminished the natural flood storage capacity of the adjacent flood plain, nor
caused any increase in the flood levels of the Base Flood (IRF - 100 year).

This the _____ day of _____, 20 _____.

(signature and seal)

Georgia Registration No. _____



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489
Fax

*** * * * ENGINEER'S CERTIFICATE * * * ***

ROADWAY AS-BUILT

DATE: _____

PROJECT: _____

LAND LOT: _____ DISTRICT: _____

This is to certify that _____
have (has) been constructed in accordance with the plans and specifications
accepted by the City of Clarkston including, but not limited to, the following:

- The roadway has been graded to within 6 inches of the final grade and to the profile grade shown on the accepted plans;
- The roadway(s) is (are) graded to the proper width to allow for required shoulder width on each side outside the back of curb and the shoulders are within 6 inches of final grade;
- The proper catch basins and drainage structures have been installed and proper drainage areas have been created;
- The water and sewer lines and services have been installed and approved by the Dekalb County Water and Sewer Department, if applicable;
- Proof of adequate compaction has been provided for roadway and utility crossings, laterals, etc.
- Related drainage easements, ditches and/or watercourses are within 6 inches of final grade, properly constructed and vegetated.

COMMENTS: _____

PROJECT ENGINEER SIGNATURE & REGISTRATION NO. _____

DATE _____

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
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)					

EXHIBIT D**OPERATION AND MAINTENANCE INSPECTION REPORT FOR
STORMWATER MANAGEMENT PONDS**

Inspection Date _____ Inspector Name _____

Project Location _____

Description of Pond (normal pool or dry) _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
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					
i. Upstream					
ii. Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face					

EXHIBIT C

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

THIS EASEMENT granted this _____ day of _____, 20____
between the property owner _____ as party
of the first part, hereinafter referred to as Grantor, and the City of Clarkston,
a political subdivision of the State of Georgia, as party of the second part,
hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE
DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this
easement and in consideration of the agreements and covenants contained
in this document and the Maintenance Agreement between Grantor and
Grantee, hereby grants unto the Grantee an easement in and to that portion
of the property shown on Exhibit "A" to the Maintenance Agreement, as
shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for
maintenance activities to the Water Quality Best Management Practice (BMP)
facility, and to prevent development of the property within the easement
following issuance of the Certificate of Occupancy or in the case of a
residential subdivision, the approval of the Final Plat, without written
permission from Dekalb County Department of Public Works. This easement
is required by the provisions of the Maintenance Agreement executed by and
between the Grantor and Grantee.

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

PROPERTY OWNER PARTNERSHIP

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

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)

THE CITY OF CLARKSTON, GEORGIA

Attest: _____
City Clerk

By: _____
City Engineer

(CITY SEAL)

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

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 The City of Clarkston 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.



1055 Rowland Street
Clarkston, GA 30021
Phone 404.296.6489

STORMWATER MAINTENANCE AGREEMENT

WHEREAS, the Property Owner _____ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, _____, located in Land Lot(s) _____, District(s) _____, of the City of Clarkston, 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, The City of Clarkston (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

The facility or facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

SECTION 2

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

SECTION 3

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of The City of Clarkston 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.



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EROSION AND SEDIMENT CONTROL MAINTENANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal, are held and bound unto City of Clarkston, 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 obligations is such that,

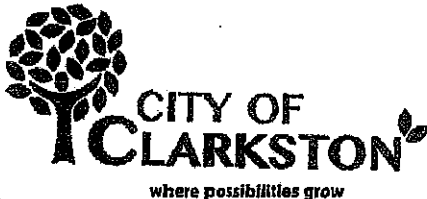
WHEREAS, the Principal will inspect and maintain the operational characteristics of the erosion and sedimentation control measures on the facility in accordance with the approved Development Plans, and the City of Clarkston Erosion and Sediment Control Ordinance, as determined by the City of Clarkston, and such that the facility complies with the requirements of the Development Regulations during the period of construction covered by said permit.

WHEREAS, the Principal shall maintain the erosion and sedimentation control Best Management Practices in accordance with the Manual for Erosion and Sediment Control in Georgia. The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to, and concurrent with, land-disturbing activities. If full implementation of the approved plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source.

WHEREAS, the maintenance of all of the soil erosion and sedimentation control measures and practices, whether temporary or permanent, shall be at all times the responsibility of the Principal.

WHEREAS, the City of Clarkston, has the authority to require the Principal to post a bond in the form of a cash bond up to, but not exceeding \$3,000 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuance of a permit. Said bond being provided and made available to the City of Clarkston in the event that the Principal fails to maintain compliance with the provisions of this bond and the City of Clarkston elects to hire a contractor to stabilize the project site and otherwise bring the site into compliance;

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



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AFFIDAVIT FOR EVIDENCE OF ACQUISITION OF APPLICABLE LOCAL, STATE AND FEDERAL PERMITS

I HEREBY CERTIFY that I am the owner or the owner's representative and all other applicable environmental permits have been acquired for the site prior to final approval of the Construction Plans, as follows:

1. U.S. Army Corps of Engineer's approval for the wetland delineation if it is determined that wetlands are likely to be present on the site, and all wetland's permits as needed, and/or Section 404 permit for fill activities within a jurisdictional waters.
2. Georgia Department of Natural Resources buffer encroachment permits as needed,
3. Georgia Department of Transportation approval for access onto State right-of-way,
4. For land disturbance of one acre or more or properties within 200 feet of state waters, copy of Notice of Intent and receipt of NPDES fees paid to Georgia EPD

Documentation for the listed permits (as applicable) must be attached.

Sworn to and subscribed before me this _____ day of _____, 20____.

Print Name

(SEAL)

Notary Public