



Johns Creek

www.JohnsCreekGA.gov
678-512-3200 ~ 678-512-3303 (fax)
10700 Abbotts Bridge Road, Suite 190
Johns Creek, GA 30097

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

FINAL PLAT & AS-BUILT APPLICATION

TYPE	SUBDIVISIONS				
	Description of proposed development (please check one):				<u>Final Plat Fee</u>
	<input type="checkbox"/> Residential				\$350 + \$5/lot
	<input type="checkbox"/> Commercial				
PROJECT	Name of Project or Subdivision (note name of former Subdivision, if any)				LDP#
	Property Address	Suite/Apt #.	City	State	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
	Phone	Cell Phone	Fax Phone	E-mail (for sending review comments)	
	<i>I hereby certify that all information provided herein is true and correct.</i>				
Applicant Signature: Property Owner or Owner's Representative				Date	



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Fee: \$ _____

FINAL PLAT REVISION APPLICATION

TYPE	SUBDIVISIONS	Final Plat Fee \$350 + \$5/lot
	Description of proposed development (please check one):	LDP #: _____
	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial	FP #: _____
PROJECT	Name Of Project or Subdivision (note name of former Subdivision, if any) _____ Lot # _____	
	Property Address _____ Suite/Apt #. _____ City _____ State _____ Zip Code _____	
	Property ID / PIN _____ Zoning _____ Zoning Case No. _____ Total Acreage _____ Acreage and Square Footage to be disturbed _____	
	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 _____	
	Phone _____ Cell Phone _____ Fax Phone _____ E-mail (for sending review comments) _____	
REVISION INFO	<u>Description of Revision:</u> _____ _____ _____ _____	
	<i>I hereby certify that all information provided herein is true and correct.</i>	
	Applicant Signature: Property Owner or Owner's Representative _____	Date _____

FINAL PLAT/AS-BUILT APPLICATION & CHECKLIST

SUBDIVISIONS

OVERVIEW

This packet contains the information required to prepare and submit plans for a City of Johns Creek As-Built & Final Plat recording for subdivision projects. Submittal deadline is **Tuesday by 11:00 am** to receive plan review comments/approval by Wednesday of the following week. Water & sewer as-builts must be approved by Fulton County. Storm system as-builts are required and are reviewed and approved by the City of Johns Creek.

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

FEE SCHEDULE FOR PLATS

**FINAL PLAT
(New Plats &
Revisions)**

\$350 plus \$5 per lot

TELEPHONE NUMBERS

City of Johns Creek.....	(678) 512-3200
Fulton County Environmental Health Services..... <small>Water Meters, Septic Tank Permits (Residential & Commercial), Water Well Permits, Community Swimming Pools</small>	(404) 332-1801
Call Before You Dig.....	811
Georgia Department of Transportation.....	(404) 986-1094
Fulton County Water / Sewer.....	(404) 730-7399
Fulton County Clerk of Superior Court.....	(404) 730-5305

MINIMUM SUBMITTAL CHECKLIST

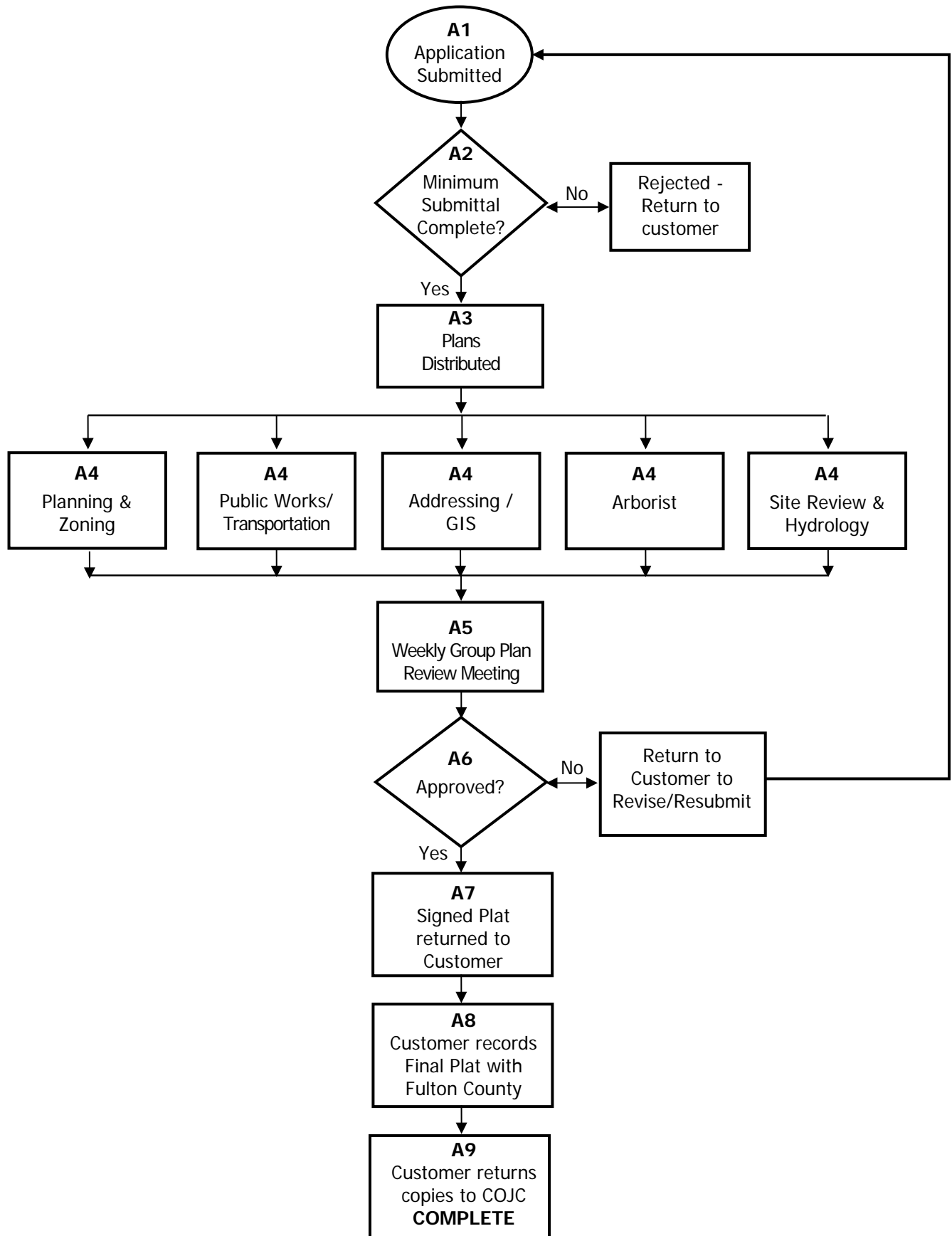
When submitting plans for review, provide **all** items listed below. If not applicable, please explain justification to plans intake personnel upon submittal. Incomplete applications **will not** be accepted into the review process. Additional documents are also required prior to approval of plat – see page 19.

Reviewed By: _____ Phone: _____ Accepted / Denied

Provide completed As-Built & Final Plat Permit Application and Review fee (\$350.00 Plus \$5.00 per lot)

1. If resubmitting, provide all red-line comments.
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 & profile
 - 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
3. Provide Seven (7) sets of plats, bearing the design professional's seal and signature. Maximum sheet size shall be 17" x 22".
 - Cover Sheet
 - Zoning Conditions
 - Final Plat Site Plan
 - Utility Plan
 - Right of Way Dedication
 - Road Improvements Sheet (if applicable)
 - Street Lighting Plan (if applicable)
 - Location Map
 - Total & Disturbed Acreage and number of lots
 - North arrow (state plane GA West) and graphic scale
 - Project name/address
 - Owner's name/address/phone
 - Design Firm name/address/phone
 - FEMA map
 - Owner's Acknowledgement
 - Director's Approval Signature Block
 - Revision Statement and signature block, if applicable. If revising, provide separate letter detailing revisions.

3. AS-BUILT & FINAL PLAT PLAN REVIEW PROCESS



- A1 Application submittal**
 - A2 Minimum submittal complete**
 - A3 Plans Coordinator distributes plans for review**
 - A4 Concurrent reviews**
 - A5 Weekly group plan review meeting**
 - A6 Plans approved**
 - A7 Signed plat returned to customer**
 - A8 Customer records final plat with Fulton County**
 - A9 Customer returns copies to COJC**
-

A1 Application Submittal

Submittal deadline is **Tuesday by 11:00 am** to receive plan review comments/approval by Wednesday of the following week.

A2 Minimum Submittal Complete

The applicant is required to submit the items listed on the Minimum Submittal Checklist. Note the Sanitary Sewer As-builts and Water As-builts must be approved Fulton County.

A3 Plans Coordinator - Plan Distribution

Plans Coordinator separates and prepares plans for routing to each department. Plans are distributed on Tuesday at the end of the weekly group plan and review session.

A4 Concurrent Reviews

The following departments will review plans concurrently: Planning & Zoning, Public Works/Traffic, Addressing/GIS, Arborist, and Site/Land Development. Note: after Site had performed their review, the Land Development Inspector will perform a site inspection, generate a Field Deficiencies list and verify bond/surety amounts.

A5 Weekly Group Plan Review Meeting

Comments for each department are discussed and documented during the weekly Tuesday afternoon group meeting. The generated comments along with the red-lines, if applicable, will be given to the Plans Coordinator.

A6 Plans Approved

The plans coordinator will notify the applicant the next day, i.e., Wednesday, of the status of their submittal. If comments were generated, they along with any red-lines will be returned to the customer for resubmittal. See next section for approved plans.

A7 Approved Final Plat returned to Customer

After all City requirements have been satisfied, the signed plat will be available from the Plans Coordinator for pick-up by the Customer on Wednesday.

A8 Customer Records Final Plat

The customer is required to record the final plat with the Clerk of Superior Court, Fulton County, 136 Pryor Street, Atlanta, GA 30303. Applicant will need to follow the enclosed Final Plat Recording Checklist to ensure proper recording.

A9 Customer returns copies to City of Johns Creek

See the Final Plat Recording Checklist for sizes and quantities of recorded final plat copies required to be submitted to the Plans Coordinator. The Plans Coordinator will forward the copies to the appropriate parties, including the Records Manager who will send out notification to the city's Address Contact Notification Distribution List (utility companies, government agencies, mapping companies, etc.).

AS-BUILT CHECKLIST

Reviewed By: _____ Phone: _____ Accepted / Denied _____

- ___ ___ 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, 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/LDP.
- ___ ___ 11. Show all new improvements:
 - ___ ___ A. Building/structure, parking lot with striping, sidewalks and/or trails, outdoor lighting, etc.
 - ___ ___ B. Right-of-Way improvements including roadway expansion, curb & gutter, sidewalks, striping, etc.
- ___ ___ 12. Show all building setback lines, zoning buffers, and landscape strips.
- ___ ___ 13. Show all adjacent property lines, subdivisions, and existing buildings.
- ___ ___ 14. Show all pipe crossings (storm drainage, sanitary sewer, water, and sewer laterals) on plan and profile views.
- ___ ___ 15. Indicate type of pipe, size, slope, and length of sanitary sewer, storm drainage system, and water. Delineate centerline of all streams, local and state stream buffers, and 100-yr floodplain.
- ___ ___ 16. All manholes indicated with identification, station number, top elevation, invert elevations (in and out).
- ___ ___ 17. Show ALL easements (water, sanitary sewer, drainage, access, utility, combination, etc.). All public easements must be recorded and clearly shown as such. All storm drain lines and conveyances shall have a twenty (20) feet drainage easement shown.
- ___ ___ 18. All internal angles in the direction of flow shall be shown on sewer lines. Show and indicate direction of flow on sewer lines.
- ___ ___ 19. 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 all clean-outs.
- ___ ___ 20. Show all storm drainage systems, including profile of storm pipes and detention ponds, and all offsite drainage easements. All storm drain lines and conveyances shall have a twenty (20) feet drainage easement shown.
- ___ ___ 21. Provide two (2) X, Y coordinates at opposing points of the property boundaries or course and distance to the nearest two (2) Fulton County or Johns Creek G.I.S. Monuments (must state monument I.D. number)

- ___ ___ 22. 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.
 - ___ ___ C. Indicate 25-yr. and 100-yr. storm elevations, volume of pond and how detention is provided if no pond is on site.
- ___ ___ 23. 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.
- ___ ___ 24. All alterations and/or field changes must be reflected on as-built prior to final approval.
- ___ ___ 25. Performance and Maintenance Sureties (included in packet) are required prior to final approval of as-builts per Required Document Checklist (for residential subdivision projects).
- ___ ___ 26. Provide a copy of the FIRM panel map on the front sheet. Show and label the location of the site.
- ___ ___ 27. 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.
- ___ ___ 28. 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.

FINAL PLAT CHECKLIST

Reviewed By: _____ Phone: _____ Accepted / Denied

GENERAL INFORMATION

1. The final plat shall be drawn clearly and legibly in black ink at a recommended scale of 1" = 10' to 1"=100'. The scale shall be stated as "1" inch to _____ ft. and shown graphically. If the complete plat cannot be shown on one sheet, then said plat shall be shown on several sheets with an index map indicated on each sheet. The recommended sheet size shall be 17" x 22" with a minimum character height of .08 inches. Plats recorded and filed at Fulton Superior Court must meet the standards of the "Georgia Plat Act". The Clerk of Superior Court can and will reject your document if it is not legible or does not meet Georgia Plat Standards.
2. Provide a name or title for all maps or plats. The name of the former subdivision, Deed Book and Page number shall be stated on all sheets, if applicable.
3. Provide the following: City, County, District, and Land Lot; Date of plat preparation and each individual revision of record.
4. The name of the land surveyor, registration number, and seal shall be affixed to the plat under the surveyor's signature.
5. Provide the name, phone, and address of the owner of record.
6. Provide the name and address of the sub-divider.
7. Provide a north arrow (state plane GA West) and graphic scale on all sheets.
8. Show all land lot lines, district lines, and city and county boundaries labeled appropriately with words and figures.
9. Provide distances and bearings on all boundary or lot lines.
10. Provide in the notes the reference for the angular bearings shown on the plat.
11. Provide a site location sketch and the course and distance to the nearest existing street intersections, benchmarks, or other recognized permanent monuments which shall be accurately described on the plat. Tract boundaries shall be determined by accurate survey in the field. Provide course and distance to the nearest two (2) Fulton County Monuments (must state monument I.D. number).
12. Provide a copy of the F.I.R.M. panel and the F.I.R.M. panel front cover on the plat. Show and label the location of the site.
13. Provide in the notes the total number of lots and acreage of the tract of land being subdivided.
14. Locate all fire hydrants and provide GPS coordinates.

REQUIRED CERTIFICATIONS AND STATEMENTS

1. Provide the closure precision of the survey data shown on the plat as follows: "This plat has been calculated for closure and is found to be accurate within one foot in _____ feet."
2. FINAL PLAT APPROVAL

The Director of the Community Development Department of The City of Johns Creek, Georgia, certifies that this plat complies with the City of Johns Creek Zoning Ordinances, Conditions of Zoning, and the City of Johns Creek Development Regulations as amended.

Director,
Department of Community Development

Date

3. If applicable, provide revision statement with signature block. Original approval signatures are needed for revisions.

FINAL PLAT CHECKLIST- Continued

4. OWNER'S ACKNOWLEDGEMENT (this must be the owner of record signed in BLACK ink).

Note: all dedications may not be applicable.

OWNER'S ACKNOWLEDGEMENT:

STATE OF GEORGIA

(CITY OF JOHNS CREEK)

The owner of record of the land shown on this plat and whose name is subscribed thereto in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, and dedicates to Fulton County or the City of Johns Creek, as noted below, the complete ownership and use of all improvements constructed or to be constructed in accordance with this plat, and dedicates to the use of the public forever the following:

To Fulton County

Public Sewer/Water Easements _____acres

To the City of Johns Creek

Public Street Right-of-Way _____acres in fee

Drainage Easements _____acres

Public Parks _____acres

Public Access/Pedestrian Easements _____acres

Typed Name of Subdivider

Typed Name of Owner of Record

Signature of Subdivider

Signature of Owner of Record

Date

Date

5. FLOOD HAZARD

The Intermediate Regional Flood (I.R.F.) areas shown herein were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of Johns Creek does not, by approving this plat, warrant their accuracy, and does not imply that land outside the areas of flood hazard shown will be free from flooding or flood damage. Further, the City of Johns Creek does not by approving this plat nor accepting the public improvements therein, assumes maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner(s) of the land upon which they exist. The owner of a lot or parcel that contains a flood hazard area is required to submit a site plan to the City of Johns Creek prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the existing and proposed improvements. Approval of the site plan by the City of Johns Creek is required prior to the issuance of a building permit.

6. DRAINAGE

Note: 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.

FINAL PLAT CHECKLIST- Continued

NOTE: Stream Buffers are to remain in a natural and undisturbed condition.

NOTE: Structures are not allowed in drainage easements.

7. THE CERTIFICATE OF RECORDING

Certification as to Recording

This is to certify that this plat has been recorded in Plat Book _____
Page _____ of Fulton County.
Recorded on _____ 20 ____.
Clerk, Superior Court
Fulton County, Georgia

8. Include the following statement under the F.I.R.M. panel:

"According to the F.I.R.M. of Fulton County, panel number _____, a portion of this property (is) or (is not) located in a Special Flood Hazard Area."

PLATS WITH 5 OR FEWER LOTS LOTS

FULTON CNTY DEPARTMENT OF HEALTH AND WELLNESS ENVIRONMENTAL HEALTH SERVICES	
This development is approved provided the following required improvements are in compliance with the Fulton County Code of Ordinances, Chapter 34, Article IV. DRINKING WAER and Article XI. SEWAGE DISPOSAL.	
<u>WATER SUPPLY</u>	<u>SEWAGE DISPOSAL</u>
<input type="checkbox"/> Public Water Supply	<input type="checkbox"/> Public Sanitary Sewerage System
<input type="checkbox"/> Individual Onsite Water Supply(ies)	<input type="checkbox"/> Individual Onsite Sewage Management System(s)
_____ Date	_____ Fulton County Department of Health and Wellness
_____ Revision Date	_____ Fulton County Department of Health and Wellness

OR

PLATS WITH 6 OR MORE

FULTON CNTY DEPARTMENT OF HEALTH AND WELLNESS ENVIRONMENTAL HEALTH SERVICES		
This development is approved provided the following required improvements are in compliance with the Fulton County Code of Ordinances, Chapter 34, Article IV. DRINKING WAER and Article XI. SEWAGE DISPOSAL.		
<u>WATER SUPPLY</u>	<u>SEWAGE DISPOSAL</u>	
<input type="checkbox"/> Public Water Supply	<input type="checkbox"/> Public Sanitary Sewerage System	
<input type="checkbox"/> Individual Onsite Water Supply(ies)	<input type="checkbox"/> Individual Onsite Sewage Management System(s)	
<u>CONDITIONS OF APPROVAL</u>		<u>CONDITIONS OF APPROVAL</u>
<input type="checkbox"/> Type "A"	<input type="checkbox"/> Type "A"	<input type="checkbox"/> Type "C"
<input type="checkbox"/> Type "B"	<input type="checkbox"/> Type "B"	<input type="checkbox"/> Type "D"
_____ Date	_____ Fulton County Department of Health and Wellness	
_____ Revision Date	_____ Fulton County Department of Health and Wellness	

9. APPROVAL OF DEPARTMENT OF HEALTH – choose the appropriate stamp for your project: Provide Health Department signature block on plat. On septic systems, the Department of Health must sign plat.

10. Add this note to plat:

"City of Johns Creek and Fulton County personnel and/or agents shall have free and total access to and across all easements."

ZONING

1. Provide the zoning case number and all conditions of zoning on the plat and clearly indicate compliance with conditions showing all required natural buffers, landscape strips, and deceleration lanes on the plat. Provide adjacent properties' zoning classification.

2. Provide the current zoning for the property or tract of land being platted and zoning case number (if any). The following data shall also be stated on the plat:

Front Setback	_____	feet
Rear Setback	_____	feet
Side Interior Setback	_____	feet
Side Corner Setback	_____	feet
Minimum Heated Floor Area	_____	feet
Parking Space(s)/Dwelling Unit	_____	spaces
Minimum required Lot Area	_____	square feet
Minimum required Lot Frontage	_____	feet
Min. required Lot Width at Building Line	_____	feet

3. Provide a typical lot detail to include minimum dwelling size, sidewalk location, proposed rights of way, setbacks, etc.

4. Revise corner and rear yard setbacks as per redline comment on irregularly shaped lots.

5. Provide in the notes the total acreage of the entire site to the nearest 1/100 of an acre, and the total number of lots. Provide on plan view the area of each lot or parcel in square feet.

6. If any portion of the plat is within the boundaries of the Metropolitan River Protection Act, indicate the River Corridor case number, and show by lot the maximum amount of permitted impervious surface and land disturbance by vulnerability category as well as the total lot area of each lot. The following statement, written in at least 12 point type, shall be shown on the plat:

"The property shown on this plat is subject to the regulations of the Metropolitan River Protection Act and the Certificate approved by the City of Johns Creek or Fulton County (RC _____). The maximum amounts of clearance and impervious surface allowed for each lot are listed here on. The owners, heirs, or assignees of each individual lot are solely responsible for compliance with the approved certificate. For further information, contact the City of Johns Creek Community Development Department".

7. Show 20 foot landscape strip around detention ponds.

8. Show a 20 foot graded and stabilized vehicular access easement to all detention ponds. A 10-foot graded access easement shall completely encircle the detention pond unless otherwise permitted through the Community Development Department. Use a 30-foot combined easement when combined with a sanitary or drainage easement.

TRANSPORTATION

General

Provide the following the City of Johns Creek with every Final Plat submittal if applicable:

Dedication Plan

1. R/W dedication tables of area dedicated. Ensure polygons for frontage dedication is independent of polygon for subdivision internal street dedicated and that each polygon is closed. Show entire area of polygon
2. Provide course and distance to the nearest two (2) Fulton County Monuments (must state monument I.D. number).
3. Label distance of centerline of roadway to existing and proposed right-of-way
4. Label all private streets as Access Easement/Utility Easement
5. Show and label all lines and curves of roadway centerlines
6. Show line of sight at entrance(s) to subdivision.

Roadway Improvement Plan

7. Centerline line and curve data for all streets
8. Roadway Profile for all new roads
9. Clearly show and label all roadway improvements including turn lanes, pavement marking and signs. Include improvements on all streets along frontage.
10. Show and label all drainage structures
11. Provide a compact disc as a DXF, DGN or DWG file format of corrected/approved plans.

Roadway

12. Show and state all names for all subdivision streets and front road. Label the existing right of way and proposed right of way or access/utility easements (private roads).
13. Show and label all existing conditions including property lines, subdivisions, driveways, streets and alleys, utilities, pavement striping, etc. along the property frontage on both sides of the road. Include existing conditions to the next roadway intersection past property lines.
14. Label centerline line data for all roads (subdivision and existing roadway).

Sample Street Centerline Line Chart

Street Centerline Line Chart		
<i>Line</i>	<i>Length</i>	<i>Bearing</i>
CL1	255.05'	S68°38'06"W
CL2	41.25'	S68°38'06"W
CL3	96.56'	S49°18'01"W

15. Label centerline curve data: showing angles of deflection and standard curve data including radii, length of arcs and tangent between curves, point of curvature (P.C) and point of tangency (P.T.) for subdivision and front road.

Sample Street Centerline Curve Chart

Street Centerline Curve Chart				
<i>Curve</i>	<i>Arc</i>	<i>Radius</i>	<i>Chord</i>	<i>Chord Bearing</i>
CC1	50.62'	150.00'	50.38'	S68°38'06"W
CC2	29.58'	350.00'	29.57'	S68°38'06"W
CC3	33.08'	350.00'	33.07'	S68°38'06"W

FINAL PLAT CHECKLIST- Continued

16. Show profile of all new public roadways. At a minimum include:
 - Stationing
 - Vertical curve data
 - Grades for all tangents
 - All intersecting street (Street name, station on mainline, station on intersecting street, elevation)
 - Major cross drains greater than or equal to 48"
 - PVT, PVI and PVC with stations and elevations
 - Existing ground showing
 - Low and high points with station and elevation
17. Label distance from back of curb to right of way. Show and state all names and right of way widths (existing and proposed) for all public streets (subdivision and front roads). Show dimensions for R/W to R/W, R/W to C/L, B/C to R/W.
18. Label centerline stationing of subdivision streets that corresponds to roadway profile information.
19. Label all tapers and storage lengths for all proposed turn lanes.
20. Label limits of new pavement and/or overlay on existing frontage road.
21. Label the intersection angle for all roads.
22. Show and label sidewalks/trail and curb and gutter along the entire property's road frontage. Show all sidewalk/trail and curb and gutter within the subdivision and label as future if not constructed.
23. Show sight distance lines as previously approved on the land development permit. Certify in writing that adequate horizontal and vertical sight distance exists in accordance with the provisions contained in the City of Johns Creek Subdivision Regulations. Statement should read as follows: This project is designed with adequate intersection sight distance for roadways approaching a minor or major thoroughfare. The regulated speed limit on _____ Street/Road is XX mph. The sight distance for the proposed Drive is in excess of XXX ft. in the _____ direction and in excess of XXX ft in the _____ direction along existing _____ Street/Road. The sight distance criteria are based on the time required for a vehicle to make a left turn from a stop-controlled approach (Case B1) as per guidelines of AASHTO "A Policy on Geometric Designs of Highways and Streets," The line of sight establishes the boundary of a sight triangle, within which there should be no sight obstruction.
24. Show radius of cul-de-sac to edge of pavement and to right-of-way.

Traffic

25. Show all pavement striping (crosswalks, edge lines, arrows) and signage as installed.
26. Show all signal improvements. Verify that all signal improvements are within the right-of-way.

Right of Way

27. Show proposed right of way lines as bold and label "Dedicated R/W" and existing right of way as grayscale and label "existing R/W".
28. Provide right-of-way miters with 20 ft legs at entrance(s) to subdivision and at all intersections within the subdivision.
29. Indicate location, dimensions, and purpose of any easements, including access/utility easements, slope easements, drainage easements, access easements, no access easements, landscaping easements, signage easements, sanitary sewer easements, wall easements, gate easements, sidewalk/trails easements etc.

FINAL PLAT CHECKLIST- Continued

30. Provide the following required Right-of-Way Dedication Documents for donation of right-of-way to the City per Section 3.0 of the City's current Right-of-Way policy.
- Right-of-Way Deed
 - Affidavit of Owner
 - Title opinion or vesting deed
 - Proof of authorization to sign for Corporation, LLC, Partnership, etc.
 - Provide an 8 ½" x 11" reduction of "Dedication Plan" of the approved Final Plat. All text shall be legible. Additional 8 ½" x 11" sheets may be used if necessary to show all existing and proposed R/W line and curve data

31. STATEMENT OF SLOPE EASEMENT

This plat is approved with the understanding that easement is granted the City of Johns Creek along all road frontage for the purpose of sloping cuts and fills as follows:

- 0' to 5' – not less than 3 to 1 slope
- 5' to 10' – not less than 2 to 1 slope

Utilities

32. Provide approved "Street Lighting Plan" and show proof of payment to the Electric Provider for installation.
33. Ensure utilities (poles, hydrants, box, etc.), concrete flumes or others are not obstructing the required ADA width for a sidewalk.
34. Show all private utility vaults located outside of public right of way.
35. Show all public service utility lines and any easements. Location must comply with Article 12 of the Development Regulations and must not cause a roadway hazard.

Maintenance

36. If applicable, add note to final plat, "Home Owners Association shall maintain all common areas".
37. Label all common areas as "C.A."

ADDRESSING

General

1. All Addressing must conform to the City of Johns Creek Development Regulation.
2. Display project name prominently on the cover sheet as well as in the title block area of all sheets. Also include district, section, land lot, city, and county in all title blocks. If there is only one address assigned for the parcel, include it in the title block area also.
3. Verify Project LDP Number, Year-Project Number & FP Permit Number are displayed on the cover sheet. Include Fulton County LDP number, if applicable.
4. Identify parent parcel pin(s) on cover sheet.
5. Where the development is to be subdivided into phase/blocks, label blocks alphabetically. Lots are to be numbered in consecutive numerical order within each block. Please make a distinction between lot numbers and street addresses by circling the lot # or by using some other labeling method to identify the address from the lot number.
6. Any common areas shall be clearly labeled as such or symbolically referred to as "C.A." The plat shall clearly state that said areas are to be owned and maintained by the Homeowners Association in perpetuity.

Project Streets Name(s)

Street Names should have been approved and reserved for 18 months from date of COJC LDP issuance.

7. List any changes to street names assigned at LDP issuance (use additional sheet if necessary)

Former LDP Assigned Street Name

New Proposed Street Name

Accepted / Denied

Accepted / Denied

8. Label all streets on all sheets for location verification.

Project Street Numbers

Project street numbering will be assigned by the Community Development Department (usually at LDP).

9. Clearly label the street number and lot number for every lot. Detention pond(s), common area(s), etc. shall also be clearly labeled, i.e., "C.A. A", "C.A. B", "Detention Pond A", "Detention Pond B" with the street number uniquely identified.
10. Corner lots: verify only one street number is assigned and labeled.

Address Chart

11. Provide the following Address Chart for any project that has two or more assigned/approved lot addresses. Utilize the "PHASE NO." column if the project has more than one building phase.

ADDRESS CHART

PHASE NO.	LOT	STREET NO.	STREET NAME	ACRES	SQ. FT.

GIS

1. Verify North arrow is state plane GA West.
2. Provide bearing and distance of the nearest two (2) Fulton County GIS monuments to the point of beginning (P.O.B) of the property boundary. Label the Fulton County monuments with the Fulton County ID, elevation and its corresponding northing and easting. Label monument ID numbers.

SITE

1. Show Johns Creek tributary buffers, state water buffers, zoning buffers, easements, 100-yr floodplain and other applicable setbacks.
2. Provide bearings and distances on all off road sanitary sewer and permanent stormwater management facilities and drainage easements.
3. Show a 20-foot graded and stabilized vehicular access easement to all detention ponds. A 10-foot graded access easement shall completely encircle the detention pond unless otherwise permitted through the Community Development Department. Use a 30-foot combined easement when combined with a sanitary or drainage easement.
4. Show 20' landscape strip and fence around detention ponds.
5. Show and label the stormwater management facility outlet structure on the plan view.
6. Show the Lowest Floor Elevations (L.F.E.) on lots that have flood plain or a detention pond and provide a recorded copy of the Flood Plain Indemnification Agreement. The L.F.E. for flood plain lots shall be a minimum of 3 feet above the 100-year flood elevation; and the L.F.E. for detention pond lots shall also be a minimum of 3 feet above the 100-year High Water (H.W.) elevation. Show the 25-year and 100-year high water elevation and volumes of the detention pond(s) on the plat. Detention Ponds should be labeled as common areas or symbolically referred to as "C.A." If any common areas are shown on the plat, a Mandatory Homeowner's Association shall be created and the incorporating documents submitted along with the final plat for review and approval prior to submittal to the Secretary of State. Said documents shall be recorded with the Clerk of Superior Court of Fulton County with the Deed Book and Page Number referenced on the plat. All private covenants, if any, shall also be submitted prior to recording and shall, once recorded, be referenced on the plat.
7. Place Development Holds on appropriate lots as shown below. Include DH-HOLD Block.

DH-HOLDS

PLEASE NOTE THAT A CERTIFICATE OF OCCUPANCY HOLD MAY BE PLACED ON YOUR BUILDING PERMIT TO VERIFY THAT YOU HAVE COMPLIED WITH YOUR SUBMITTED SITE PLAN. A SITE INSPECTION WILL BE REQUIRED.

DH-A SITE PLAN IS REQUIRED SHOWING BUILDING AND DRIVEWAY LOCATION WITH DIMENSIONS OF THE LOT. SHOW ALL STRUCTURES, SETBACKS, EASEMENTS, SPECIMEN TREES, BUFFERS, AND PUBLIC INFRASTRUCTURE.

DH-B SITE PLAN REQUIRED SHOWING EXISTING AND PROPOSED CONTOUR GRADES, EROSION CONTROL MEASURES, ITEMS IN "A" ABOVE. A REGISTERED, LICENSED PROFESSIONAL ENGINEER, LICENSED LANDSCAPE ARCHITECT OR REGISTERED SURVEYOR MUST SIGN AND SEAL THE PLANS.

DH-C SITE PLAN IS REQUIRED SHOWING MINIMUM FINISHED FLOOR ELEVATION, I.R.F. ELEVATION AND CONTOUR LINE, 25 AND 100 YEAR ELEVATIONS OF THE DETENTION FACILITY, TOP OF BANK FOR STREAMS, DRAINAGE DITCH, AND ITEMS FOR DH-A HOLDS AS STATED ABOVE. A FINAL ELEVATION CERTIFICATE MUST BE COMPLETED BY THE PROPERTY OWNER OR REPRESENTATIVE AND SUBMITTED TO THE CITY DEPARTMENT OF COMMUNITY DEVELOPMENT AT THE TIME THE LOWEST FLOOR/FIRST FLOOR (REFERENCE LEVEL) IS ESTABLISHED, PRIOR TO FURTHER CONSTRUCTION OF THE BUILDING.

DH-D ONLY THE DIRECTOR OR THE SPECIFIC APPOINTEE REPRESENTING THE DIRECTOR MAY RELEASE THIS TYPE OF HOLD. A DH-D HOLD IS A GENERAL HOLD FOR A SPECIFIC PURPOSE NOT PREVIOUSLY COVERED BY THE PROCEEDING EXPLANATION BELOW.

FINAL PLAT RECORDING CHECKLIST

Once all of the review comments are satisfied, the following procedure will be used to record the final plat.

Reviewed By: _____ Phone: _____ Accepted / Denied

1. Provide the following to the City of Johns Creek Plans Coordinator for signature by the Director of Community Development:
 - A. two (2) copies of the final plat
2. Plans Coordinator will return the following City of Johns Creek approved final plats to the applicant:
 - A. two (2) copies of the final plat
3. Applicant records the final plat with Fulton County Clerk of Superior Court then submits the following copies to the City of Johns Creek Plans Coordinator for distribution to the Mayor, City Council and Records Manager:
 - A. Seven (7) full-size copies of the Fulton County approved/recorded final plats
 - B. Ten (10) 8.5" x 11" copies

ADDITIONAL REQUIRED DOCUMENTS CHECKLIST

The following required documents must be provided before approval and recording of the final plat. Instructions and templates for some of the following documents are on pages 19 - 47.

Reviewed By: _____ Phone: _____ Accepted / Denied

1. Health Department signature block on cover page of final plat: signed & dated
2. Fulton County Bond for Water & Sewer
3. Performance Surety Calculation Form and Surety
4. Maintenance Surety Calculation Form and Surety
5. HOA Articles of Incorporation
6. HOA Declaration of Covenants
7. As-Built Detention Facility – Engineer's Certificate
8. 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.
9. Flood Plain Indemnification (if applicable)
10. Provide two (2) sets of Fulton County approved Sanitary Sewer As-builts plans & profiles
11. Provide two (2) sets of Fulton County approved Water As-builts plans & profiles

Section 8. Maintenance Surety Calculation Form

Use this calculation form to determine the amount of the maintenance surety (Cashier's Check, Letter of Credit, Insurance Bond). Once completed, submit forms to the City of Johns Creek for verification and approval prior to obtaining the official surety. The maintenance period is 24 months from the date of project approval. Following the maintenance period, the City of Johns Creek will conduct a final maintenance inspection.

Section 8. Performance Surety Calculation Form

Use this calculation form to determine the amount of the performance surety (Cashier's Check, Letter of Credit). This surety is required for all infrastructure and landscaping improvements that are yet to be installed per the original land disturbance permit. Once completed, submit forms to the City of Johns Creek for verification and approval prior to obtaining the official surety. Contact the City of Johns Creek for a final inspection once all improvements are installed.

Section 9. Surety Agreement Sample Forms

Once the surety calculation forms are submitted, verified, and approved by the City of Johns Creek, use one or more of the Surety Agreement Sample Forms to serve as a template for the official surety, which must be submitted on company letterhead.

Section 10. 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.

Section 11. 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. 31-33 of this packet) plus **one** of the *signature and notary pages* (pgs. 34-37) 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. 38) plus **one** of the *signature and notary pages* (pgs. 39-42) 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.

Section 12. Floodplain Indemnification

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

MAINTENANCE SURETY CALCULATION FORM



Johns Creek

www.JohnsCreekGA.gov

678-512-3200 ~ 678-512-3303 (fax)

10700 Abbotts Bridge Road, Suite 190, Johns Creek, GA 30097

**MAINTENANCE
SURETY CALCULATION FORM**

QUANTITY AMOUNTS REQUIRED BELOW MUST BE PROVIDED AND VERIFIED BY THE
DESIGN PROFESSIONAL AND/OR INSPECTOR OF RECORD

(Please Print)

PROJECT NAME (PHASE): _____

LDP#: _____ LAND LOT(S): _____ DISTRICT: _____

OWNER: _____

DESIGN PROFESSIONAL: _____

SURETIES: Prior to the final approval of the project by the City of Johns Creek Community Development Department, a surety is required for the maintenance of improvements completed under the Land Disturbance Permit. This surety is required for a period of 24 months from the date of project approval. The amount of the maintenance surety is as follows:

RECOMPENSE TREES: \$450 x Number of Trees x (30%) = \$ _____

SITE DENSITY TREES: \$250 x Number of Trees x (30%) = \$ _____

CURB & GUTTER: \$8.00/LIN. FT. x _____ LIN. FT. x 30% = \$ _____

PAVING/TOPPING: \$27.00/SQ. YD. x _____ SQ. YD. x 30% = \$ _____

STORM DRAINAGE: \$22.00/LIN. FT. x _____ LIN. FT. x 15% = \$ _____

DETENTION POND: \$2,500.00 each x _____ = \$ _____

SIDEWALK: \$6.00/SQ. FT. x _____ SQ. FT. x 30% = \$ _____

DECEL LANE: \$25.00/SQ. YD. x _____ SQ. YD. x 30% = \$ _____

EROSION CONTROL: \$1500.00/ACRE x _____ ACRES = \$ _____
(Disturbed Acreage)

SUB-TOTAL = \$ _____

SURETY AMOUNT: = \$ _____

ADMINISTRATIVE COSTS (\$500.00 - Non-Refundable) = \$ _____

NOTE: All Maintenance Sureties must be in the form of a Cashier's Check, letter of credit, or insurance bond which will be held in escrow until all required items are inspected and accepted by the City of Johns Creek Community Development Department. Insurance bonds must be from a company with an A-6 or better bond rating.

CERTIFICATION AND SIGNATURE:

I hereby certify that the amounts calculated above are in accordance with the requirements of the City of Johns Creek Community Development Department.

Signature: _____ Date: _____

PERFORMANCE SURETY CALCULATION FORM



Johns Creek

www.JohnsCreekGA.gov

678-512-3200 ~ 678-512-3303 (fax)

10700 Abbotts Bridge Road, Suite 190, Johns Creek, GA 30097

**PERFORMANCE
SURETY CALCULATION FORM**

QUANTITY AMOUNTS REQUIRED BELOW MUST BE PROVIDED AND VERIFIED BY THE DESIGN PROFESSIONAL AND/OR INSPECTOR OF RECORD

(Please Print)

PROJECT NAME (PHASE): _____

LDP#: _____ LAND LOT(S): _____ DISTRICT: _____

OWNER: _____

DESIGN PROFESSIONAL: _____

SURETIES: Prior to the final approval of the project by the City of Johns Creek Community Development Department, a surety is required for the infrastructure improvements not yet in compliance under the Land Disturbance Permit:

PAVING / TOPPING: Bid Cost _____ X 125% = \$ _____

SIDEWALKS Bid Cost _____ X 125% = \$ _____

PLANTINGS: \$250 x Number of Trees x 125% = \$ _____

of site density trees: _____ \$450 x Number of Trees x 125% = \$ _____

of recompense trees: _____ \$20 x Number of Shrubs x 125% = \$ _____

OTHER _____: _____ x _____ = \$ _____

SUB-TOTAL = \$ _____

SURETY AMOUNT = \$ _____

NOTE: All Performance Sureties must be in the form of a Cashier's Check or Letter of Credit which will be held in escrow until all required items are inspected and accepted by the City of Johns Creek Community Development Department.

CERTIFICATION AND SIGNATURE:

I hereby certify that the amounts calculated above are in accordance with the requirements of the City of Johns Creek Community Development Department.

Signature: _____ Date: _____

(SAMPLE FORM – PREPARE ON COMPANY LETTERHEAD)

**SURETY AGREEMENT FOR
DEVELOPMENT MAINTENANCE BOND**

CITY OF JOHNS CREEK, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____

(as DEVELOPER, hereinafter referred to as the "Principal" located at [INSERT ADDRESS AND PHONE NUMBER]), and _____ (as SURETY COMPANY, hereinafter referred to as the "Developer's Surety"), are held and firmly bound unto the City of Johns Creek, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City for maintenance of Infrastructure as described below in the sum of _____ Dollars (\$ _____), lawful money of the United State of America, for the payment of which the Principal and the Developer's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written Maintenance Agreement with the City, dated _____, which is incorporated herein by reference in its entirety (herein referred to as the "Maintenance Agreement"), for the construction of certain Infrastructure as contemplated by that development for [INSERT DEVELOPMENT NAME] more particularly described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Development"); and

WHEREAS, said Development is to be approved by the City of Johns Creek Director of Community Development, under the terms that a maintenance bond is required of said Principal and good and sufficient surety payable to the City, and conditioned that the Principal shall, until the later of: 1) both: a) the City's written determination regarding the applicable bond punch list that all items of Infrastructure are complete and can be released; and b) the City's issuance to Principal of a release letter regarding this bond; or 2) 24 months after the date of the City's written acceptance of this Bond,

maintain all streets, rights-of-way, landscaping, sidewalks, street lights, utilities, and drainage facilities ("Infrastructure") for said Development in accordance with all applicable federal and state laws, with the Maintenance Agreement, and with all applicable City regulations, including but not limited to the Code of Ordinance for the City of Johns Creek, Georgia, in force as of the date of said approval.

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall maintain the Infrastructure as described above; and if the Principal and the Developer's Surety shall indemnify and hold harmless the City from all any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for costs of maintenance of Infrastructure, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance by the Principal;
 - a. The Developer's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Developer's Surety;
 - b. The means, method or procedure by which the Developer's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Principal and Developer's Surety agree that a failure of performance by the Principal shall occur in the event that no Certificate of Completion is issued by the City at least sixty (60) days prior to the expiration of the 18 month period after the date of the City's written acceptance of this Bond.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Developer's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on the _____ day of _____, 20____.

(Name of Principal)

By: _____

Name, Title: _____

(SEAL)

Attest:

By: _____

Name, Title: _____

Date: _____

(Name of Developer's Surety)

By: _____

Name, Title: _____

(SEAL)

Attest:

By: _____

Name, Title: _____

Date: _____

(SAMPLE FORM – PREPARE ON COMPANY LETTERHEAD)

**SURETY AGREEMENT FOR
DEVELOPMENT MAINTENANCE LETTER OF CREDIT**

CITY OF JOHNS CREEK, GEORGIA

For: _____ Subdivision

Account # _____

THIS AGREEMENT, entered into this _____ day of _____, 20____, between _____ (hereinafter called the "Subdivider"), with its principal place of business at _____ and the City of John's Creek, a political subdivision of the State of Georgia, (hereinafter called "City"), and _____, (hereinafter called "Issuer"), with its principal place of business at _____.

WITNESSETH

WHEREAS, the Subdivision and Development Regulations of City of Johns Creek Code of Ordinance and Resolution, as amended requires the deposit of security for maintenance of construction.

WHEREAS, the Subdivider has received approval of the construction plans in accordance with the plans and specifications on file with Community Development Agency for the improvements within _____ Subdivision; and

WHEREAS, the Subdivider certifies that any and all persons, firms or corporations providing labor and/or materials required for construction of said improvements will be paid in full; and

WHEREAS, Community Development Agency has accepted a plat of said Subdivision to be filed for record subject to the posting of the required performance security; and

WHEREAS, the parties have agreed that the Issuer is acceptable to all parties to act in such capacity;

NOW, THEREFORE, in consideration of the foregoing premises, it is hereby agreed:

1. The Subdivider has secured the attached unconditional irrevocable Letter of Credit in the sum of _____ dollars (\$_____) with the Issuer, to guarantee that the materials, workmanship and design are in acceptable condition for a minimum of 18 months from acceptance of this Agreement by the Community Development Agency Director.

2. This Issuer agrees to disburse funds to the full amount of the Letter of Credit only upon receipt of "Proper Authorization" as hereinafter defined. "Proper Authorization" shall mean authority in written form from the City of Johns Creek Community Development Agency Director stating that a disbursement is authorized:
 - a. To the Subdivider upon delivery of "Proper Authorization" from the Community Development Agency Director. The City, through the Community Development Agency Director, shall issue such "Proper Authorization" upon finding that the improvements meet City of Johns Creek standards a minimum of 18 months from the acceptance of this Agreement by the City.
 - b. To the City upon deliver of "Proper Authorization" from the Community Development Agency Director, upon his determination that any portion or all of the said materials, workmanship and design is unacceptable. The City is authorized, but not obligated to correct any defective materials or workmanship and unacceptable design and in use for such purposes the funds acquired from the Letter of Credit.

3. The full amount of the Letter of Credit shall be held by the Issuer as security guaranteeing materials, workmanship and design for a minimum period of 18 months after the acceptance of this Agreement by the City unless "Proper Authorization" is delivered to the Issuer by the Community Development Agency Director under Item 2(b) above. However, the Issuer on one or more occasions may release all or any portion of such funds upon delivery of "Proper Authorization" from the Community Development Agency Director at any time and the City agrees to release said funds is the Subdivider shall make other arrangements approved by the City in accordance with the Subdivisions and Developments Ordinances for the balance of the minimum 18 month period. If the materials, workmanship and design are acceptable for a minimum 18 months from the date of acceptance of this Agreement by the City, the Community Development Agency Director shall upon approval by the City authorize the Issuer in writing to release the full amount of the Letter of Credit held by the Issuer to the Subdivider.

4. The Issuer hereby acknowledges that it has extended an unconditional irrevocable Letter of Credit, referred to in Item 1 above, and represents that it has no obligation whatsoever to any of the parties hereto except to release said funds within ten (10) days upon deliver of "Proper Authorization" from the Community Development Agency Director. The Subdivider does hereby release and hold the Issuer harmless from any an all claims whatsoever by it against the Issuer for releasing such funds to the City in accordance with the terms thereof. This Agreement shall not be terminated or otherwise allowed to expire, prior to its maturity date of _____, 20____, without at least thirty (30) days written notice to that effect from the Issuer to both the City and Subdivider. This Letter of Credit_____ will expire at_____, 20____ and terminates at that time.

5. If the funds are inadequate to pay for any costs covered by this Agreement, the Subdivider shall pay any and all costs beyond coverage.

WITNESS the hands and official seals of the parties hereto on the day and year first above written.

CITY OF JOHNS CREEK, GEORGIA

By: _____
Community Development Agency Director

(Corporate Seal)

SUBDIVIDER: _____

By: _____

Title: _____

(Corporate Seal)

ISSUER: _____

By: _____

Title: _____

(SAMPLE FORM – PREPARE ON COMPANY LETTERHEAD)

**SURETY AGREEMENT FOR
DEVELOPMENT PERFORMANCE LETTER OF CREDIT**

CITY OF JOHNS CREEK, GEORGIA

As Security for Conditions of Approval for a Final Plat
(Combined Faithful Performance and Labor & Materials)

Date: _____

Letter of Credit # _____

City of Johns Creek
10700 Abbotts Bridge Road, Suite 190
Johns Creek, GA 30097

Subject: Instrument of Credit Delivered as Improvement Security:
Combined Performance and Labor & Materials Security

To Whom It May Concern:

The _____, a financial institution, subject to regulation by the State of Georgia or the Federal Government of the United States of America, delivers to the City of Johns Creek this instrument of credit as security for performance of installation and completion of certain designated improvements, in accordance with the City of Johns Creek specifications, as shown by the Final Plat and identified as project _____, located at _____, and referred to herein and by this reference made a part hereof, subject to the following conditions:

1. We pledge that we hold and will hold on deposit the sum of _____ dollars (\$ _____) as trust funds guaranteed for payment to the City of Johns Creek to secure _____'s, hereinafter referred to as "Owner", faithful performance of said Subdivision Agreement for the construction and completion of work and improvements as described in approved improvement plans and conditions of approval of the subdivision.

We will so hold this sum until the commencement, completion, and written acceptance by the City of Johns Creek of all work and improvements under the development plans/final plat or for 30 months, whichever is sooner.

The parties agree that should the referenced work and improvements not be completed prior to 24 months form the date of execution of this agreement, the security shall be forfeited to the City of Johns Creek in the amount of the cost of the completion of the referenced improvements upon presentment of demand for the same to the Financial Institution by the City of Johns Creek.

- 2. No alteration of the improvement plans for the work, agreed by the City of Johns Creek and Owner, shall relieve us from liability on this letter of credit. We give consent for any such alterations to be made without further notice to or consent by us. We hold ourselves bound without regard to and independently of any action against Owner whenever taken. We further agree that if City of Johns Creek sues on this letter of credit, we will pay, in addition to the face value of this letter, all reasonable costs, expenses and attorneys' fees incurred by it in successfully enforcing the obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

This instrument of credit is irrevocable.

FINANCIAL INSTITUTION

I swear under the penalty of perjury that I have authority to bind the above-named financial institution to the terms of this letter of credit.

Executed at _____,
Georgia, on _____, 20____,
By: _____.
Print Name: _____

OWNER

The undersigned hereby agrees to all the terms and conditions set forth and releases the financial institution executing this letter of credit from all liability except as herein set forth.

Executed at _____,
Georgia, on _____, 20____,
By: _____.
Print Name: _____



Johns Creek

www.JohnsCreekGA.gov

678-512-3200 ~ 678-512-3303 (fax)

10700 Abbotts Bridge Road, Suite 190, Johns Creek, GA 30097

As-Built Detention Facility – Engineer’s Certificate

Confirm by stating area, dimensions, volumes or elevation:

Date: _____ LDP# _____

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 _____
- 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.

Day Month Year

Signature: _____ Printed Name: _____

Georgia P.E. Registration #: _____

I, _____, a registered professional engineer in the State of Georgia, hereby certify with
(print name)

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 _____.



Johns Creek

www.JohnsCreekGA.gov
678-512-3200 ~ 678-512-3303 (fax)
10700 Abbotts Bridge Road, Suite 190, 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.

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.

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

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

BY: _____ Attest: _____
Signature *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)

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: _____ *Notary Public* (Seal)

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)

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
CORPORATION**

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

BY: _____
Signature

Typed or Printed Name

Attest: _____
Signature of Witness

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)

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)

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.					

11. STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

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

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)					

STORMWATER FACILITIES MAINTENANCE AGREEMENT - Continued

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

SUMMARY

1. Inspector's Remarks: _____

2. Overall Condition of Facility (Check One) Acceptable _____
 Unacceptable _____

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: _____ Date: _____
Inspector



Johns Creek

www.JohnsCreekGA.gov

678-512-3200 ~ 678-512-3303 (fax)

10700 Abbotts Bridge Road, Suite 190, Johns Creek, GA 30097

FLOOD PLAIN INDEMNIFICATION – 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 plat 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 plans and specifications approved by the City of Johns Creek as the basis of recording the aforesaid plat and to maintain all drainage structures and facilities detailed in such plans and specifications 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