

APPENDIX C

Right of Entry Agreement – Stormwater User Fee Credit(s) Evaluation

STATE OF GEORGIA, GWINNETT COUNTY

I/We _____, the owner and/or tenant (circle which one or both) of the property commonly identified as _____, City of Duluth, Gwinnett County, State of Georgia, do hereby grant and give freely and without coercion, the right of access and entry to said property to City of Duluth, its agents, contractors, and subcontractors thereof, for the purpose of performing necessary evaluations of onsite stormwater facilities, controls and site activities related to stormwater runoff management on the _____ (hereinafter “facility”) located on Land Lot _____ in City of Duluth, Georgia.

The undersigned agrees and warrants to waive and hold harmless City of Duluth, its agents, employees, contractors, and subcontractors, for damage of any type, or any claim or action, either legal or equitable that might arise out of any activities on the above described property that are conducted by City of Duluth, its agents, employees, contractors and subcontractors, pursuant to this Agreement.

In consideration of this Right of Entry Agreement and the rights granted to City of Duluth herein, the receipt and sufficiency of which is hereby acknowledged, City of Duluth agrees, to perform only visual evaluations, and review pertinent facility records and information, necessary to verify stormwater user fee credit eligibility. I/We, will not/have not receive(d) any compensation for this Right of Entry Agreement.

For the considerations and purposes set forth herein, I set my hand this _____ day of _____ 20__.

Operator or Owner (identify which one)

Witness

Address

Notary

Address

My Commission Expires

City Acknowledgement:

City SW Utility Manager

Date