

Record and Return:  
Sherrod & Bernard, P.C.  
P.O. Box 1154  
Douglasville, GA 30133

**PERMANENT DRAINAGE AND  
MAINTENANCE EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between DeKalb Board of Education (hereinafter referred to collectively as “Owner”, and the CITY OF DUNWOODY, GEORGIA.

WHEREAS, Owner holds title to certain real property located at (hereinafter referred to as the Property”):

Mailing Address: 4680 Chamblee Dunwoody Road; Dunwoody, GA 30338

Legal Address:           Tax Parcel: 18 352 10 016  
Land Lot(s): 352,           18<sup>th</sup> District  
DeKalb County, City of Dunwoody, Georgia  
Deed Book: 27318   Page: 00220  
DeKalb County, Georgia Records.

WHEREAS, the City of Dunwoody has determined that a Permanent Drainage and Maintenance Easement area defined and delineated by the highlighted area on the attached Exhibit “A” is necessary for: maintenance and repair of stormwater infrastructure.

Based upon the proposed construction the City of Dunwoody has agreed to accept maintenance responsibility for the stormwater infrastructure located in the Permanent Drainage Easement upon the terms and conditions set forth herein below.

NOW, THEREFORE, for and in consideration of One dollar (\$1.00) and other valuable consideration, the sufficiency of which is stipulated by each party to the other, it is HEREBY AGREED as follows:

1. The City of Dunwoody agrees to maintain the stormwater infrastructure located within the Permanent Drainage Easement Area, as defined and delineated by the

highlighted area on the attached Exhibit "A", in a structurally sound condition so that it satisfies the stormwater management function to protect the public health, safety, and welfare. The City of Dunwoody, however, has no obligation to otherwise maintain portions of the Permanent Drainage Easement area that do not include the stormwater infrastructure, including, without limitation, driveways, landscaping, walls, patios, and fences.

2. The City of Dunwoody, or its agents, shall return all portions of the property affected by use of the Permanent Easement to a condition reasonably comparable to the condition existing prior to the City of Dunwoody's activity under this easement agreement.
3. During and throughout the term hereof, the Owner hereby agrees to provide prompt notice to the City of Dunwoody of any maintenance issues regarding the stormwater infrastructure located in the Permanent Drainage Easement.
4. The Owner hereby grants to the City of Dunwoody a permanent stormwater drainage easement over and under that certain portion of the Property identified as the Permanent Drainage and Maintenance Easement Area for the purposes of inspection, maintenance, repair and improvements to the stormwater infrastructure.
5. The Owner hereby grants the City of Dunwoody the right of entry in and upon the Property as necessary for the purpose of accessing the Permanent Drainage and Maintenance Easement Area to perform any required inspection, maintenance, repair or improvements.
6. The Owner is prohibited from the following:
  - a. Importation of fill or debris into the Permanent Easement area;
  - b. Installing or making any modifications to the structure(s) located within the Permanent Easement or taking any action which increases the volume of stormwater entering into the storm drain infrastructure without the City of Dunwoody's approval.
  - c. Erecting or maintaining any building or structure of any nature whatsoever within the Permanent Easement Area;
  - d. Installing any trees, or other item or structure which would obstruct the City of Dunwoody's ability to maintain the stormwater infrastructure or impair the stormwater infrastructure;

- e. Performing any action violating a State or Federal Law or Local ordinance with respect to the stormwater infrastructure.
7. The Owner understands and agrees that the City of Dunwoody has the right to remove any tree(s), landscaping, vegetation, or structures which obstruct access within the easement area or which impair or damage the stormwater infrastructure.
  8. The Owner understands and agrees that the City of Dunwoody is not responsible for damages or repairs to roof downspouts, foundation drains, French drains, or any other connection, as defined as “illegal connection” in Section 32-474 of City ordinance, to the existing storm sewer system as shown on attached Exhibit(s).
  9. The Owner agrees that the City of Dunwoody can assign its rights and responsibilities under this agreement.
  10. The Owner understands and agrees that this easement is contingent on any applicable permits being issued, bids within the City of Dunwoody’s budget for this project, and final approval by the City Council of the City of Dunwoody.
  11. The Owner understands that this agreement will be recorded in the DeKalb County, Georgia Superior Court Deed Records.
  12. All notices provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by deposit in the United States mail. The parties designate the following addresses as the respective places for giving such notice:

**For the City of Dunwoody:**

City of Dunwoody  
 Attn: City Manager  
 4800 Ashford Dunwoody Road  
 Dunwoody, Georgia 30338

**For the Owner:**

DeKalb Board of Education  
1701 Mountain Industrial Blvd  
Stone Mountain, GA 30083

13. This agreement shall be binding upon and endure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. IT IS HEREBY STIPULATED AND AGREED that this Agreement constitutes a covenant running with the land herein described.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date of acceptance by Owner.

**OWNER(S):**

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Notary Public (SEAL)

\_\_\_\_\_  
Grantor Printed Name

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Notary Public (SEAL)

\_\_\_\_\_  
Grantor Printed Name

**CITY OF DUNWOODY:**

City of Dunwoody, Georgia

By: \_\_\_\_\_  
Mayor

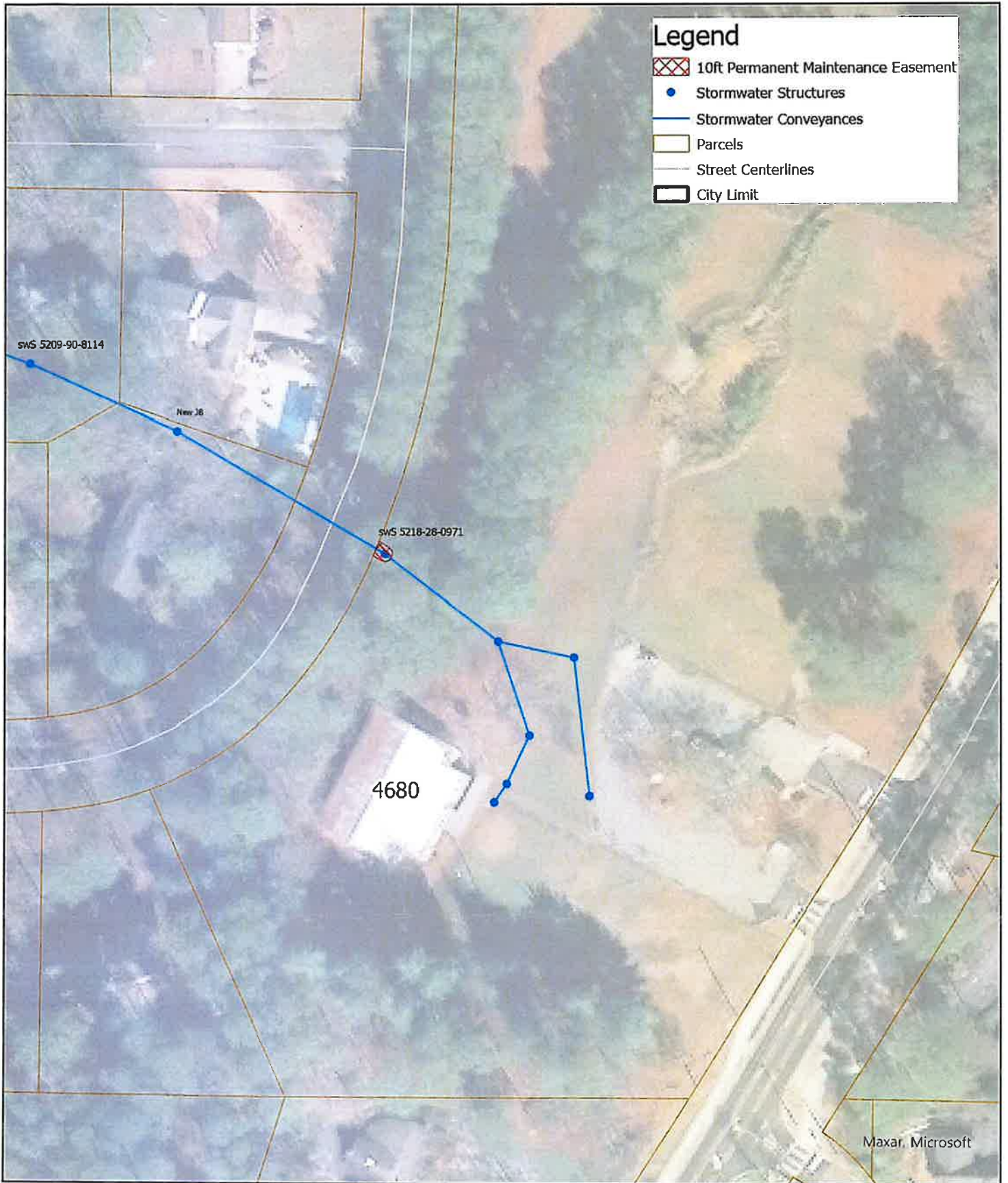
\_\_\_\_\_  
Notary Public

Attest:

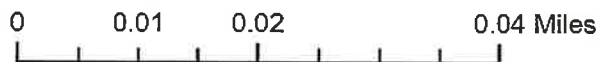
Approved to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Office of the City Attorney



# Exhibit A



## EXHIBIT B

All that tract or parcel of land lying and being in Land Lot 352 of the 18<sup>th</sup> Land District of DeKalb County, Georgia, being more particularly described as follows:

### Permanent Maintenance Easement

BEGINNING AT THE POINT approximately 5 feet east by southeast of the yard inlet (swS 5218-28-0971) located at (2251207.23209, 1428891.88694) at the eastern property line, thence proceeding approximately 7 feet northwest to the property line toward a buried junction box (new JB) located at (2251074.63349, 1428971.59287). This section of permanent maintenance easement extends approximately 5 feet northeast and southwest of the pipe centerline, bounded by the property line.

The above-described easement contains 105 sq. ft., more or less.