**STORMWATER MANAGEMENT/BMP**

**FACILITIES COVENANT**

**Forsyth County, Georgia**

**Department of Engineering**

**(770) 781-2165**

THIS Covenant made and entered into this \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_,

by and between (Insert Full Name of Owner)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter called the “Landowner”, and Forsyth County, Georgia hereinafter called the “County.”

WHEREAS, the Landowner is the owner of certain real property described as (Forsyth County Tax Map/Parcel Identification Number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as recorded by deed in the land records of Forsyth County, Georgia at Deed Book \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the “Property;” and

WHEREAS, the Landowner is proceeding to, or has, made improvements on the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Plan/Development) hereinafter called the “Plan,” which is expressly incorporated herein by reference, as approved, or to be approved, by the County, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the County requires that onsite stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association;

WHEREAS, the Georgia Stormwater Management Manual (2016 Edition, Volume 2) addresses issues relating to the operation and/or maintenance of stormwater systems; and

WHEREAS, the Landowner, its successors and assigns, understands that the execution and adherence to the provisions of this Covenant is a condition precedent to the County’s permitting, and/or approving the final plat for the Property and subdivision located thereon;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants the parties herby agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed, operated, and maintained by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan, as well as in accordance with State and Federal law, the Georgia Stormwater Management Manual, and any and all applicable County ordinances.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater facilities and improvements on the Property. Adequate Maintenance required by this Covenant shall include, but is not limited to, scheduled and corrective maintenance of all facilities and improvements intended to manage and/or control stormwater on the Property, with such facilities and improvements to expressly include, but not be limited to pipes, channels structures, vegetation, berms, outlet structures, pond areas, access roads, or any other improvement relating to stormwater on the Property (the “Stormwater Facilities and Improvements”). but excluding any such improvements located on, under, or within any publicly owned rights of way. Adequate maintenance is herein defined as keeping such Stormwater Facilities and Improvements in good working condition such that they satisfactorily perform their intended design functions.
3. The Landowner, its successors and assigns, shall inspect the Stormwater Facilities and Improvements and submit an inspection report to the County on an annual basis. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Facilities and Improvements located on the Property. Each annual inspection shall include a full and complete inspection of all Stormwater Facilities and Improvements located on the Property. Any and all deficiencies identified during such inspections shall be noted in the inspection report submitted to the County. The inspection report shall also include a detailed plan for any and all repairs to the Stormwater Facilities and Improvements necessary to correct any deficiencies identified during the inspection, with the repair plan to be prepared by a professional engineer, or some other duly qualified professional, licensed in the State of Georgia.
4. The Landowner, its successors and assigns, hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities and Improvements as deemed necessary by the County for purposes of protecting the public health, safety or welfare, for purposes of investigating or inspecting any reported or suspected deficiencies in the Stormwater Facilities and Improvements on the Property, for purposes of responding to or investigating citizens’ complaints relating to the management or control of stormwater on the Property, or for any other purpose deemed necessary by the County. The County shall provide the Landowner, its successors and assigns, with a copy of any inspection findings, as well as a directive to commence with any required repairs. To the extent that the County does not agree with or to the contemplated repairs proposed by the Landowner, the County may submit an alternate repair plan to the Landowner.

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1. In the event the Landowner, its successors and assigns, fails to maintain the Stormwater Facilities and Improvements on the Property in good working condition acceptable to the County, or fails to make repairs as specified in the inspection report within a reasonable time frame as established by the County, with such time frame not to be shorter than thirty (30) days, the County may enter upon the Property and take any and all action necessary to correct deficiencies identified in the inspection report. The Landowner, its successors and assigns, shall be responsible for any and all fees and expenses incurred by the County in taking such corrective action. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Landowner outside the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that this Covenant imposes no obligation or responsibility on the County to routinely maintain or repair any Stormwater Facilities and Improvements located on the property.
2. The Landowner, its successors and assigns, will perform all work necessary to keep the Stormwater Facilities and Improvements in good working condition as required by the approved Plan, as well as by State and federal law, the Georgia Stormwater Management Manual, and any and all applicable County ordinances.
3. In the event that the County performs or undertakes work of any kind pursuant to this Covenant or expends any funds or resources in performance of said work for labor, use of equipment, supplies, material, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt of same.
4. This Covenant shall impose no liability on the County with respect to the maintenance or repair of any Stormwater Facilities and Improvements on the Property, nor does the County assume any obligation or duty to undertake or perform any action allowed for, or permitted by, this Covenant. The Landowner, its successors and assigns, further agrees to indemnify and hold the County harmless from any liability arising out of the management, operation, maintenance, or failure of any Stormwater Facilities and Improvement subject to this Covenant.
5. Notwithstanding any right extended to the County pursuant to this Covenant, it is expressly recognized and acknowledged that the County retains all prosecutorial rights and remedies available to it, including the enforcement of any and all applicable County ordinances, against the Landowner, its successors and assigns, relating to the operation, maintenance, and/or repair of Stormwater Facilities and Improvements located on the Property.
6. This Covenant shall be recorded among the land records of Forsyth County, Georgia, and shall constitute running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including homeowners association.

WITNESS the following signatures and seal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Company/Corporation/Partnership Name

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

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Type/Print Name)

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing Instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_\_\_\_\_\_\_, by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC (SEAL)

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment A**

**Responsible Person**

The Landowner hereby identifies the responsible person or position responsible for ensuring that the inspection and maintenance of the Stormwater Facilities and Improvements is accomplished according to the inspection and maintenance schedule prepared by the engineer of record for this

Property \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address or Name of the Property) as

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title of person so identified).

Results of the inspections shall be submitted annually to Forsyth County.

Inspection reports shall be submitted to:

Forsyth County

Department of Engineering

110 East Main Street

Suite 120

Cumming, Georgia 30040

If the responsible entity or contact person changes Forsyth County shall be notified in writing of the change not later than thirty (30) days from the effective date of such change.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Responsible Entity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person’s Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number

**Attachment B**

**Provide a required *Inspection and Maintenance Schedule* labeled as “Attachment B”**

*Refer to the Georgia Stormwater Management Manual, Chapter 3,* ***Sec. 3.2.1.7, Sec. 3.2.2.7****,* ***Sec. 3.2.3.7****,* ***Sec. 3.2.4.7****,* ***Sec. 3.2.5.7****,* ***Sec. 3.2.6.7****,* ***Sec. 3.3.1.4****,* ***Sec. 3.3.2.4****,* ***Sec. 3.3.3.4****,* ***Sec. 3.4.4****,* ***Sec. 3.3.5.4****,* ***Sec 3.3.6.4****,* ***Sec. 3.3.7.4****,* ***Sec. 3.3.8.4****,* ***Sec. 3.3.9.4****,* ***Sec. 3.4.1.3****,* ***Sec.******3.4.2.3*** *and* ***Sec.******3.4.3.3****. for minimum recommended inspection and maintenance requirements. See also* ***Appendix E, Structural Control Maintenance Checklists.***

***ALSO INCLUDE AN 8 ½” X 11” SIZE COPY OF THE SITE PLAN NOTING THE LOCATION OF THE APPLICABLE STORMWATER STRUCTURES INCLUDED IN THE INSPECTION AND MAINTENANCE SCHEDULE.***