



**STORMWATER MANAGEMENT
FACILITIES AND PRACTICES COVENANT**

City of Roswell, GA
Community Development Department
(770) 641-3780

THIS INSTRUMENT, made and entered into this _____ day of _____, 20____, by and between (Insert Full Name of Owner) _____ hereinafter called the “Landowner”, and the City of Roswell, Georgia, hereinafter called the “City”. WITNESSETH, that

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

WHEREAS the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan and/or Stormwater Management Plan known as _____ (Name of Plan/Development) hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners or property owners association agree that the health, safety and welfare of the residents of the City of Roswell, Georgia, require that on-site stormwater management facilities be constructed and adequately maintained on the Property; and

WHEREAS, The City requires that onsite stormwater management facilities and practices as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners or property owners association; and

WHEREAS, Landowner, its successors and assigns, understand the execution and adherence to the provisions of this Instrument is a condition precedent to the City’s permitting of the contemplated development;

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:

1. The on-site stormwater management facilities and practices shall be constructed and operated by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes and channels 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. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.
3. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order. In the event a maintenance schedule for the stormwater management facilities and/or practices (including sediment removal) is outlined on Exhibit B and/or the approved plans, the schedule will be followed.
4. The Landowner, its successors and assigns, shall inspect the stormwater management Facility and/or practices and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspections shall cover the entire facilities, berms outlet structure, pond area, access roads, etc. Deficiencies shall be noted in the inspection report.
5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities and/or practices with reasonable notice to the Landowner by the City. In the case of an emergency situation, as determined by the City, no notice shall be required prior to the City performing inspections and emergency maintenance or repairs. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
6. If the City determines from its inspection that maintenance, repair, restoration, and/or mitigation work is required for the Stormwater Management Facility or Practice, the City may notify the Landowner of the specific maintenance, repair, restoration, and/or mitigation work required. If the Landowner does not complete required maintenance or repairs within a specified time period, the City is authorized, but not required, to perform the specified inspections, maintenance or repairs. The City may require reimbursement from the Landowner for the costs and expenses of such inspections, maintenance or repair-related actions.
7. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities or practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
8. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take what steps are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successor and assigns. This provision shall not be

construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities.

9. This Instrument imposes no liability of any kind whatsoever on the City and the Land owner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

10. This Instrument shall be recorded among the land records of Fulton County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners or property owners association.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name

(Seal)

By:

(Signature)

(Type Name)

(Type Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by

_____.

NOTARY PUBLIC

(Seal)

My Commission Expires: _____



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**Exhibit A
Responsible Person**

As required by Section 12.5.2.D of the City of Roswell Unified Development Code (UDC) identify, by name or official title, the person responsible for carrying out the inspection and maintenance of the stormwater facility(ies) or practice(s) in accordance with the Inspection and Maintenance Schedule prepared by the engineer of record for this facility and attached as Exhibit B.

Name and Address of Facility

As required by Section 12.5.5.C of the UDC, parties responsible for the operation and maintenance of a stormwater management facility/practice must provide records of all maintenance and repairs to the City upon request. Any action or inaction that violates the provisions of the UDC, the requirements of an approved stormwater management plan, or any permit issued subject to this UDC may be subject to an enforcement action. Failure to meet the requirements of the inspection and maintenance agreement shall constitute a violation of Section 12.5 of the City of Roswell UDC and shall be punishable under Section 13.14.4 of said code.

Responsible Entity (Name or Official Title)

Contact Person's Name

Signature

Address

City, State, Zip Code

Phone Number

E-Mail Address



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**Exhibit B
Required Inspection and Maintenance Schedule**

Attached is the inspection and maintenance schedule prepared by the Stormwater Design Engineer of Record (EOR).

Copies of required Annual Inspection Reports shall be mailed to:

City of Roswell
Department of Community Development
38 Hill Street
Roswell, Georgia 30075
Attention: City Engineer

Inspection and Maintenance Schedule

A schedule shall be provided by the design engineer for **each** type of stormwater facility or practice used within the project. For additional information on inspection and maintenance, refer to Chapter 3, of the “Georgia Stormwater Management Manual (GSMM), latest edition for minimum recommended inspection and maintenance requirements.

The following is an **EXAMPLE** of typical maintenance activities for ponds.

Facility/Practice ID: Stormwater Pond #1	
Activity	Schedule
<ul style="list-style-type: none"> • Remove debris from basin surface to minimize outlet clogging and improve aesthetics. 	Annually and following significant storm events.
<ul style="list-style-type: none"> • Mow to limit unwanted vegetation. 	Routine.
<ul style="list-style-type: none"> • Repair undercut or eroded areas. 	As needed based on inspection.
<ul style="list-style-type: none"> • Perform structural repairs to inlets and outlets. 	As needed based on inspection.
<ul style="list-style-type: none"> • If wetland components are included, inspect for invasive vegetation 	Semiannual Inspection
<ul style="list-style-type: none"> • Perform wetland plant management and harvesting. 	Annually (if needed)
<ul style="list-style-type: none"> • Prepare an annual inspection report and submit to City of Roswell. This report should include inspection of entire facilities, berms, outlet structure, pond area, access roads, etc. 	Annually.
<ul style="list-style-type: none"> • Remove sediment from the forebay. 	5 to 7 years Or after 50% of the total forebay capacity has been lost
<ul style="list-style-type: none"> • Monitor sediment accumulations, and remove sediment when the pool volume has become reduced significantly, or the pond becomes eutrophic. 	10 to 20 years or after 25% of the permanent pool volume has been lost.

Additional Maintenance Considerations and Requirements per GSMM Table 3.2.1-1 Typical Maintenance Activities for Ponds:

- A sediment marker should be located in the forebay to determine when sediment removal is required.
- Sediments excavated from stormwater ponds that do not receive runoff from designated hotspots are not considered toxic or hazardous material and can be safely disposed of by either land application or landfilling. Sediment testing may be required prior to sediment disposal when a hotspot land use is present.
- Periodic mowing of the pond buffer is only required along maintenance rights-of-way and the embankment. The remaining buffer can be managed as a meadow (mowing every other year) or forest.
- Care should be exercised during pond drawdowns to prevent downstream discharge of sediments, anoxic water, or high flows with erosive velocities. The approving jurisdiction should be notified before draining a stormwater pond.

Note: Maintenance activities shall conform to the “Georgia Stormwater Management Manual”, latest edition (GSMM)