

**STORMWATER MANAGEMENT/BMP
FACILITIES COVENANT**

City of Smyrna, GA
Community Development Department
(770) 319-5387

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 Smyrna, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Cobb County Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of Cobb 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 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 detention of stormwater within the confines of the property; and

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

WHEREAS, The City 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; 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/BMP facilities 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/BMP 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, shall inspect the stormwater management /BMP facility 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.
4. 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/BMP facilities whenever the City deems necessary. 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.
5. 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. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Instrument be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City pursuant to this Instrument, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. 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.

9. This Instrument shall be recorded among the land records of Cobb 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 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: _____

Attachment A
Responsible Person

As required by Section 46-143(d) of the City of Smyrna Code of Ordinances, identify the responsible person or position that shall ensure the inspection and maintenance of the stormwater facility is accomplished according to the Inspection and Maintenance Schedule prepared by the engineer of record for this facility.

Address or Name of Facility

Results of those inspections shall be submitted annually to the City of Smyrna, to the attention of the City Engineer.

If the responsible entity or contact person changes, the City of Smyrna shall be notified in writing of the change. Failure to meet the requirements of the inspection and maintenance agreement shall constitute a violation of Section 46-146 of the City of Smyrna Code of Ordinances and shall be punishable under Section 46-146(d) of said code.

Responsible Entity

Contact Person's Name

Signature

Address

City, State, Zip Code

Phone Number

Attachment B

Required Inspection and Maintenance Schedule

Attached is an inspection and maintenance schedule. Refer to Chapter 3, of the "Georgia Stormwater Management Manual" First Edition dated August 2001 for minimum recommended inspection and maintenance requirements.