

STORMWATER MANAGEMENT/BMP

FACILITIES COVENANT

Forsyth County, Georgia

et

Department of Engineering

(770) 781-2165



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Transfer Tax: \$0.00
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 5661 PG 597-603

THIS Covenant made and entered into this 6 of APRIL, 2010,
by and between (Insert Full Name of Owner) Polo Fields II, LLC
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) 059-533 as recorded by
deed in the land records of Forsyth County, Georgia at Deed Book
3184 Page 132,
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 Bridle Station
(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, Chapter Seven of the Georgia Stormwater Management Manual (First Edition,
August 2001) 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;

(9) [Signature]

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants the parties hereby 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 but excluding any such improvements located on, under, or within any publicly owned rights of way (the "Stormwater Facilities and Improvements"). 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



5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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

Polo Fields II, LLC

(SEAL)

Company/Corporation/Partnership Name

By:

(Signature)

Paul M. Grove, Manager

(Type/Print Name)

STATE OF Georgia

COUNTY OF Cherokee

The foregoing Instrument was acknowledged before me this 6th day of April, 2010, by

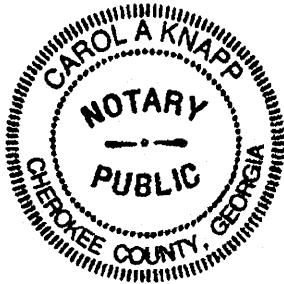
Paul M. Grove

Carol A. Knapp

NOTARY PUBLIC
(SEAL)

Notary Public, Cherokee County, Georgia
My Commission Expires Feb 17, 2012

My Commission Expires: _____



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**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 Bridle Station

(Address or Name of the Property) as

Paul M. Grove, President

(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

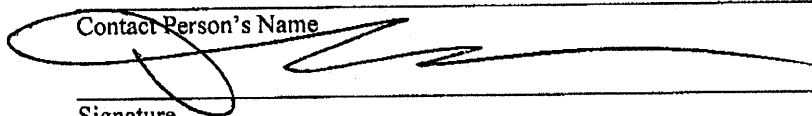
If the responsible entity or contact person changes Forsyth County shall be notified in writing of the change not later than thirty (30) days from the effective date of such change.

Noro Management, Inc.

Responsible Entity

Paul M. Grove

Contact Person's Name



Signature

2060 Mt Paran Road, Suite #205

Address

Atlanta, GA 30327

City, State, Zip Code

404-240-6240

Phone Number



II

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.




3.2.1.7 Inspection and Maintenance Requirements

Table 3.2.1-1 Typical Maintenance Activities for Ponds
(Source: WMI, 1987)

Activity	Schedule
<ul style="list-style-type: none"> • Clean and remove debris from inlet and outlet structures. • Mow side slopes. 	Monthly
<ul style="list-style-type: none"> • If wetland components are included, inspect for invasive vegetation. 	Semiannual Inspection
<ul style="list-style-type: none"> • Inspect for damage, paying particular attention to the control structure. • Check for signs of eutrophic conditions. • Note signs of hydrocarbon build-up, and remove appropriately. • Monitor for sediment accumulation in the facility and forebay. • Examine to ensure that inlet and outlet devices are free of debris and operational. • Check all control gates, valves or other mechanical devices. 	Annual Inspection
<ul style="list-style-type: none"> • Repair undercut or eroded areas. 	As Needed
<ul style="list-style-type: none"> • Perform wetland plant management and harvesting. 	Annually (if needed)
<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

- ▶ 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.

 Regular inspection and maintenance is critical to the effective operation of stormwater ponds as designed. Maintenance responsibility for a pond and its buffer should be vested with a responsible authority by means of a legally binding and enforceable maintenance agreement that is executed as a condition of plan approval.