STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 15 day of June, 2023, by and between (insert full name of owner)

Izak G Debeer

his/her successors and assigns, including but not limited to any homeowners association, commercial developer, holder of any portion of the below described property, and/or similar (hereinafter the "Property Owner"), and the Town of Tyrone, Georgia (hereinafter the "Town").

WITNESSETH

WHEREAS, the Property Owner is the owner of certain real property described as (Fayette County Tax Map/Parcel Identification Number) 0736 116009 and recorded by deed in the land records of Fayette County, Georgia, Deed Book 4698 page 111-112, and Plat Book 38, page 190-192, and more particularly described on the attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known as (insert name of plan/development)

Shamrock Industrial Park Phase 7

(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by the Town, provides for detention and/or management of stormwater within the confines of the Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the Land Development Regulations for the Town of Tyrone require that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Property Owner.

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 shall be constructed by the Property Owner in accordance with the plans and specifications identified in the Plan.

2.

The Property Owner shall maintain the facility or facilities in good working condition acceptable to the Town and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit "B".

3.

The Property Owner hereby grants permission to the Town, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the Town deems necessary. Whenever possible, the Town shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the Town to allow the Town to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit "C" and by reference made a part hereof.

4.

In the event the Property Owner fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the Town and in accordance with the maintenance schedule incorporated in this Agreement, the Town, with due

notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the Town.

5.

In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the Town within thirty (30) days of receipt thereof for all the costs incurred by the Town hereunder. If not paid within the prescribed time period, the Town shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the Town as a result of the Property Owner's failure to maintain the facility or facilities.

6.

It is the intent of this Agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.

7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be

removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

8.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report, attached to this Agreement as Exhibit "D" and by this reference made a part hereof, for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

9.

The Property Owner hereby indemnifies and holds harmless the Town and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Town from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the Town. In the event a claim is asserted against the Town or its authorized agents or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town or its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

10.

This Agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

11.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

12.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

Name of LLC: Debeer Properties LLC, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Irak Debeer
Typed or Printed Name

Title: Owner

Attest: _____
Signature of Witness

Sharon Griffies
Typed or Printed Name

Title: Controller

(SEAL)

Notary Public: _____

My Commission Expires: 12/27/25

(NOTARIAL SEAL)

MELANIE GOODSON NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 12/27/2025 COWETA COUNTY, GEORGIA

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

Attachments:

Exhibit A.	Plat and Legal Description
Exhibit B.	Maintenance and Inspection Schedule
Exhibit C.	Permanent Water Quality BMP and Access Easement Agreement
Exhibit D.	Example Operation and Maintenance Inspection Report

Exhibit A

GEORGIA, FAYETTE COUNTY

I hereby certify that the within and foregoing is a true, correct and complete copy that appears of file and record in Book 4698 Page(s) 111-112 2 pg in the office of the Clerk of Superior Court.

15 day of February 2023

DEPUTY CLERK, FAYETTE SUPERIOR COURT

SHEILA STUDDARD, CLERK OF SUPERIOR COURT
FAYETTE COUNTY, GEORGIA

Doc ID: 010305840002 Type: WD
Recorded: 01/10/2018 at 09:30:00 AM
Fee Amt: $1,012.00 Page 1 of 2
Transfer Tax: $1,000.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 4698 PG 111-112

AFTER RECORDING RETURN TO:
Barbara A. Lincoln, Esq.
Kitchens Kelley Gaynes, P.C.
5555 Glenridge Connector
Building One - Suite 800
Atlanta, Georgia 30342
7415.0079

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE is made this 21 day of December, 2017, by and between 145 Mallory Ct LLC, a Limited Liability Company (hereinafter referred to as "Grantor"), and DeBeer Properties LLC, a Georgia limited liability company (hereinafter referred to as "Grantee"); the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits.

WITNESSETH, that Grantor for and in consideration of the sum of Ten and 00/100ths ($10.00) Dollars, and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of Grantor's right, title, and interest in and to the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 153, 7th District, Fayette County, Georgia, being Lots 9 and 10, Shamrock Industrial Park, Phase 7, as shown on plat recorded in Plat Book 38, Pages 190-192, Fayette County records.

TO HAVE AND TO HOLD, said Property, together with all and singular the rights, members, and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of Grantee forever in FEE SIMPLE, subject only to the matters set forth on Exhibit B attached hereto.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that it will warrant and forever defend the right and title to said land unto Grantee, subject only to the matters expressly set forth herein, against the claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed these presents and affixed its seal the day and year first above written.

Signed, sealed and delivered in the
Presence of:

Witness

Notary Public
My commission expires:

[NOTARIAL SEAL]

BARBARA LINCOLN NOTARY PUBLIC GEORGIA EXPIRES October 1, 2021 FULTON COUNTY

GRANTOR:

145 MALLORY CT LLC

By: _____ (SEAL)
Jeffrey S. Bullock, Sole Member

EXHIBIT B

PERMITTED EXCEPTIONS

1. All taxes for 2018 and subsequent years not yet due and payable.
2. Any and all matters shown and/or set forth on recorded plats at Plat Book 38, Page 190-192 and Plat Book 44, Page 123, Fayette County records.
3. Conveyance of Access Rights to Department of Transportation filed July 31, 1986, and recorded in Deed Book 398, Page 492.

Maintenance Guarantee:

The undersigned, its successors and assigns, hereby warrants and guarantees to the Town of Tyrone the full and complete maintenance of a certain improvement known as SHAMROCK INDUSTRIAL PARK – PHASE 7 and more particularly shown in Plat Book: _____ Page: _____ of the Fayette County Records.

This warranty and guarantee is made in accordance with the Tyrone Land Development Ordinance. This guarantee includes not only paving but also all other appurtenant structures and amenities lying within the right-of-way of said road and in the greenbelt including but not limited to all curbing, drainage pipes, culverts, catch basins, drainage ditches, bike paths, cart paths, pedestrian paths and other public improvements. Utilities owned and operated by a governmental body or public utility company, with the exception of privately owned facilities, shall be the responsibility of said governmental body or public utility company and not the developer.

The developer shall correct and repair or cause to be corrected and repaired all damages to said improvements resulting from any cause whatsoever. In the event the developer fails to correct any damages within thirty (30) days after written notice thereof, then said damages may be corrected by the Town and all costs and charges billed to and paid by the developer; but this remedy shall not limit the Town, and it shall also have any remedies available to it as approved by law. The terms of this Agreement shall be for a period of two (2) years beginning on the date of written acceptance of said improvements by the Town as evidenced by the final plat approval of said completed improvements.

After the termination of said two (2) year period the Town shall be responsible to the citizens of Tyrone for the maintenance of said improvements as provided by law. Provided, however, any damages which occurred prior to the end of said two(2) year period and which still are unrepaired at the termination of said period shall remain the responsibility of the developer (written notice of said damages must be given prior to the time the two (2) year period ends).

IN WITNESS WHEREOF, the developer has caused this Agreement to be executed by its duly authorized officers, this _____ day of _____ 20____

By: _____

Title: _____

Address of Owner of Record:
GUTHRIE DEVELOPMENT CORP.
110 Habersham Drive, Suite 132
Fayetteville, Georgia 30214

Address of subdivider:
GUTHRIE DEVELOPMENT CORP.
110 Habersham Drive, Suite 132
Fayetteville, Georgia 30214

Note. 10' drainage easement on all side and rear lot lines unless shown otherwise.

20' Easement on all storm sewer lines.

#4 re-rod (IPS) set at lot corners unless indicated otherwise.

Utility locations are based on actual field locations, construction drawings and site superintendent

Zoning: M-2

Front building setback: 70'
Side building setback: 20'
Read building setback: 30'

All setbacks shown as per construction plans for: Shamrock Industrial Park Phase VII

Note:
The surveyor is not responsible for the correctness or sufficiency of the location and arrangement of underground utilities and structures. Utilities and structures not shown may be encountered. The contractor shall ascertain the TRUE location of any underground utility or structure

Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground or overhead facilities that may affect the use or development of this tract.

The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or other facts that an accurate and current title search may disclose.

Certificate of Dedication State of Georgia
County of Fayette

The owner of the land shown on this plat acknowledges that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey in fee simple to the Town of Tyrone, Georgia, and further dedicate to the use of the public forever all streets and right-of-ways shown hereon, alleys, cart paths, watercourses, drains, easements, greenbelts and public places hereon shown on plat except those easements designated on plat as other utility company's easements.

In consideration of the approval of this final plat and other valuable considerations, the owners do hereby agree to hold the Town of Tyrone, Georgia, harmless from any and all monetary liabilities which may arise from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the property shown herein, to include but not limited to, the roads, streets, fills, embankments, ditches, cross drains, culverts and bridges within the proposed right-of-way shown, resulting from any and all causes other than by an act of the Town of Tyrone, Georgia.

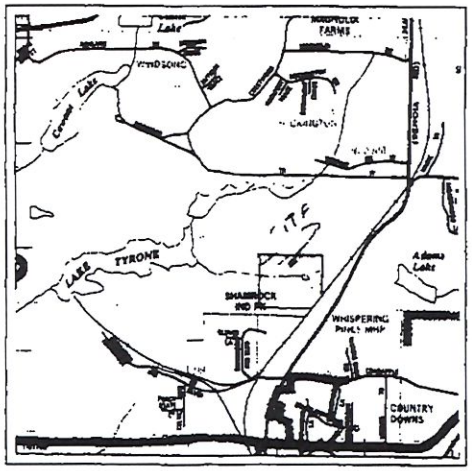
And further, the owner, warrants that he owns fee simple title to the property shown hereon and agrees that the Town of Tyrone shall not be liable to the undersigned or subsequent owners in title for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains extension, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers and any other matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the owner. I further warrant that I have the right to convey said land according to this plat and do hereby bind myself and the owners subsequent in title to defend the covenants and agreements set out.

IN WITNESS THEREOF, I have hereunto set by hand and affixed my seal this 26th day of DECEMBER 2003

GUTHRIE DEVELOPMENT CORP.

Owner

Notary Public
State of Georgia



VICINITY MAP
SCALE 1" = 2000'

The conveyance of streets and rights-of-way and public dedications shown on this plat are hereby accepted by the Town of Tyrone, Georgia. This the _____ day of _____, 20_____

THE TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

AREAS:	Square Feet	Acres		
LOT 1:	64,784	1.487		
LOT 2:	54,495	1.251		
LOT 3:	70,590	1.620		
LOT 4:	68,816	1.511		
LOT 5:	65,193	1.497		
LOT 6:	58,779	1.349		
LOT 7:	54,540	1.254		
LOT 8:	96,204	2.769		
LOT 9:	100,582	2.518		
LOT 10:	61,164	1.404		
LOT 11:	66,627	1.507		
LOT 12:	58,014	1.332		
LOT 13:	57,742	1.326		
Shamrock Industrial Boulevard			47,481 Sq.Ft.	1.090 Acres
Mallory Court			80,761 Sq.Ft.	1.186 Acres
TOTAL AREA: 881,736 Sq.Ft.		20.242 ACRES		

Final Plat Approval. This plat complies with the Zoning Regulations, the Land Development Ordinance and all other regulations governing the land development for the Town of Tyrone.

Mayor — Date: 11/26/03

Town Clerk — Date: 11/26/03

Town Engineer — Date: 12-1-03

Doc ID: 006048760003 Type: PLA
Filed: 12/03/2003 at 08:11:20 AM
Fee Amt: $24.00 Page 1 of 3
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 38 PG 190-192

Final Surveyors Certificate. It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all the monuments shown hereon actually exist or are marked as "future" and their location, size, type, and material are correctly shown; This plat conforms to all requirements of Georgia Plat Act.

By: _____ Date: 4/26/02
George M. Verbole, Jr. R.L.S. No. 1331

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,877 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 2,402,679 FEET.

BOSTWICK, DUKE, HARPER & WORTHY, INC
377 SOUTH ATLANTA STREET
ROSWELL, GEORGIA 30075
770-552-0804

Book 18 Page 100 Map

FINAL PLAT OF:
SHAMROCK INDUSTRIAL PARK - PHASE 7

LAND LOT 153
DISTRICT 7
CITY of TYRONE, FAYETTE COUNTY, GEORGIA

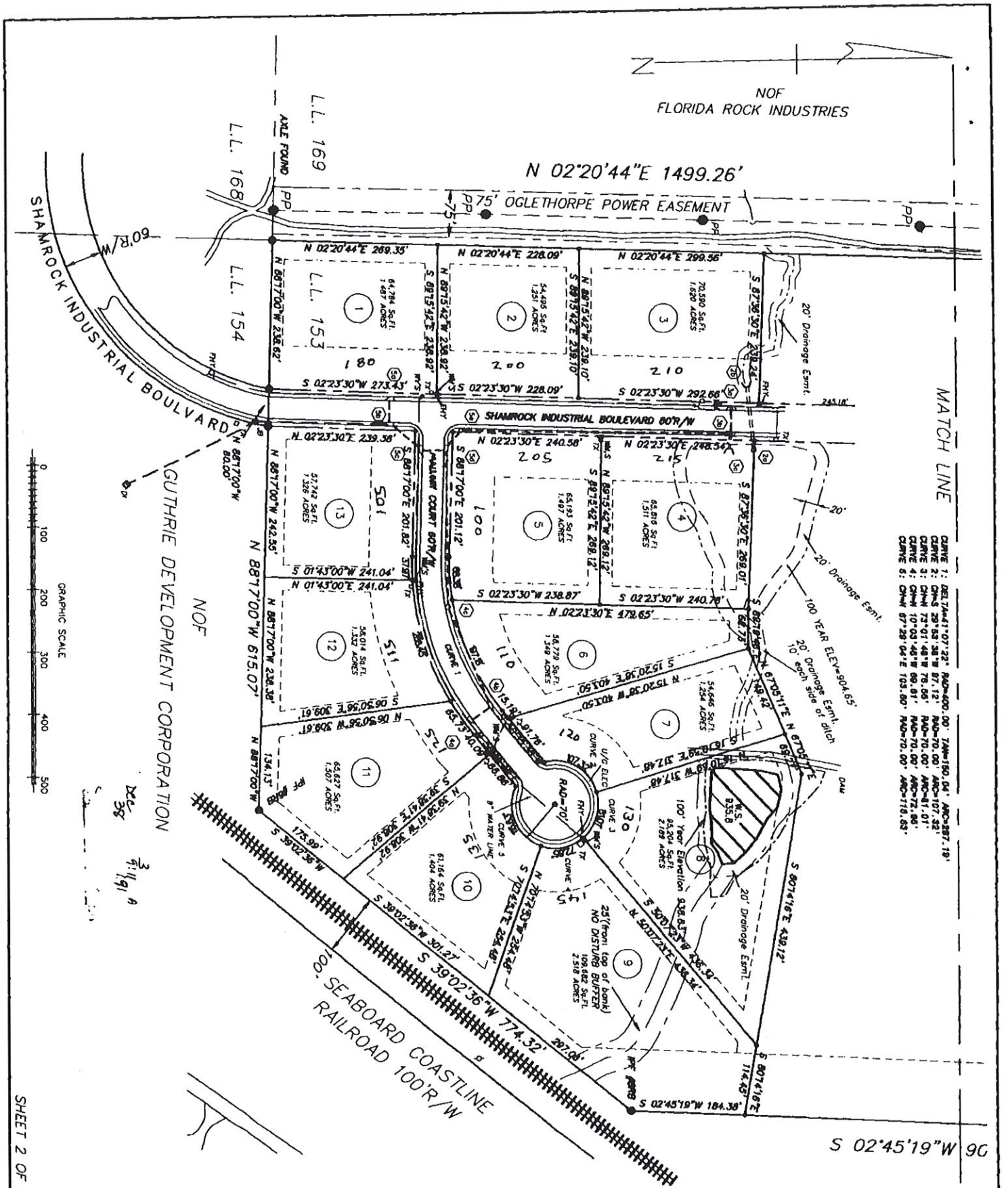
Drawn By: TCB

Scale: 1 inch = 100 feet

Date: 04/25/02

Job No. GUTHTYRO.DWG

GEORGIA REGISTERED GEORGE M. VERBOLE



SHEET 2 OF 3

FINAL PLAT FOR:
SHAMROCK INDUSTRIAL PARK - PHASE 7

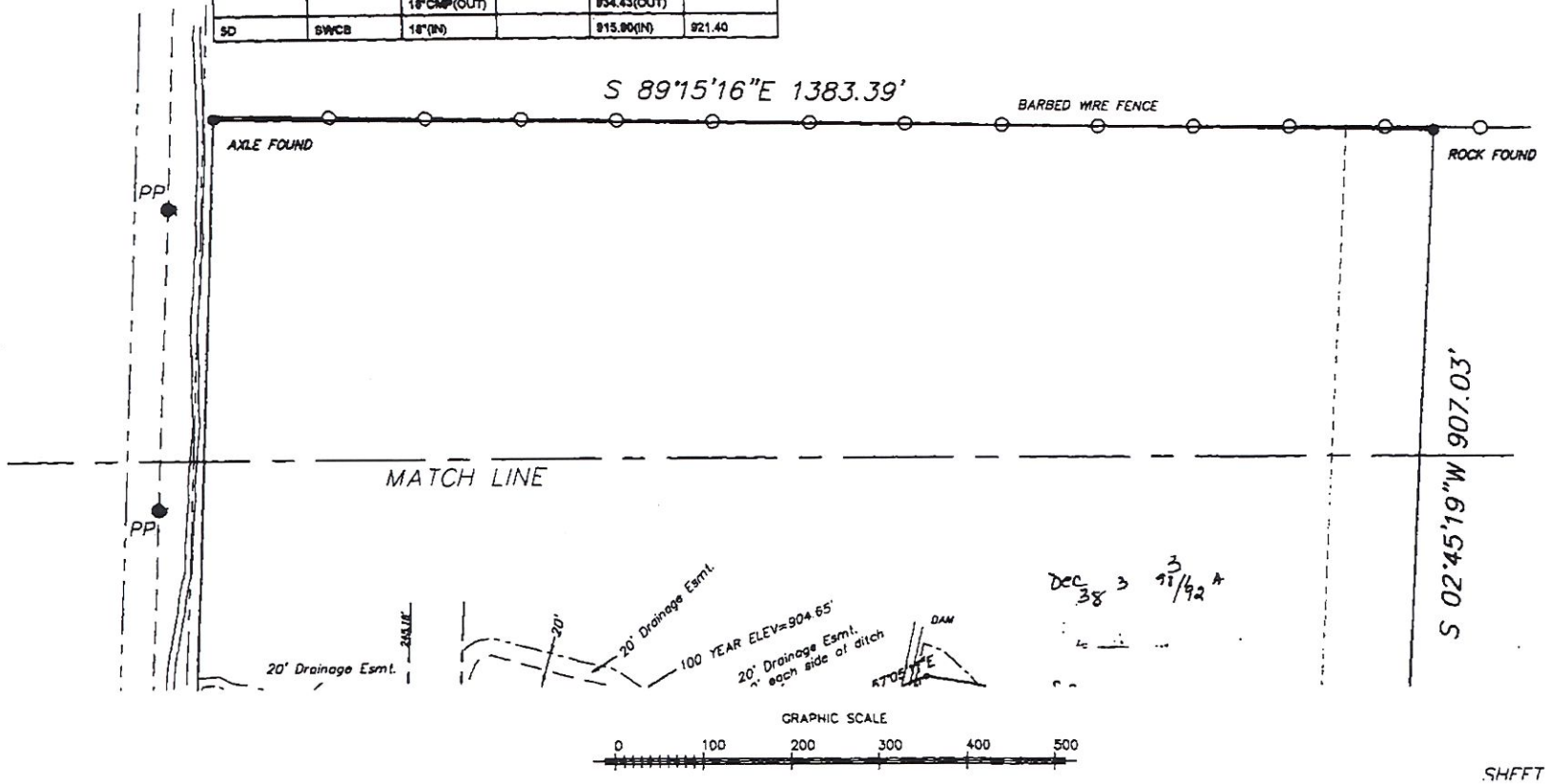
LAND LOT 153
DISTRICT 7
CITY OF TYRONE, FAYETTE COUNTY, GEORGIA

Drawn By: TCB
Scale: 1 inch = 100 feet
Date: 04/26/02
Job No. GUTHTYRO.DWG

BOSTWICK, DUKE, HARPER & WORTHY, INC.
377 SOUTH ATLANTA STREET
ROSWELL, GEORGIA 30075
770-552-0804

AS-BUILT PIPE CHART

PLAN #	STRUCTURE	SIZE	LENGTH	INVERT ELEV	TOP ELEV
2A	OUTLET	48"CMP(OUT)	101.0'	899.32	904.18 (throat)
2B	HW	48"CMP(IN)		899.29	901.46
3A	DWCB	18"CMP(OUT)	42.0'	901.07	908.42
3B	DWCB	18"CMP(IN) 36"CMP(OUT)	23.8'	901.11(IN) 900.91(OUT)	908.46
3C	HW	36"CMP(IN)		900.74	904.87
5A	SWCB	18"CMP(OUT)	41.5'	918.92	923.92
5B	SWCB	18"CMP(IN) 24"CMP(OUT)	61.3'	919.29(IN) 919.11(OUT)	924.09
5C	SWCB	24"CMP(IN) 30"CMP(OUT)	42.2'	916.33(IN) 916.19(OUT)	921.88
5D	SWCB	30"CMP(IN) 30"CMP(OUT)	23.1'	915.90(IN) 915.75(OUT)	921.40
5E	JB	30"CMP(IN) 30"CMP(OUT)	437.6'	916.35(IN) 911.45(OUT)	919.55
3B	DWCB	30"CMP(IN)		901.01(IN)	908.46
NONE	DI	24"CMP(OUT)	232.5'	938.17(OUT)	941.87
NONE	JB	24"CMP(IN) 24"CMP(OUT)	220.5'	931.13(IN) 930.21(OUT)	936.13
5B	SWCB	24"CMP(IN)		919.29(IN)	924.09
4A	SWCB	18"CMP(OUT)	38.8'	947.11(OUT)	952.83
4B	SWCB	18"CMP(IN) 18"CMP(OUT)	169.4'	948.90(IN) 943.85(OUT)	952.57
4C	JB	18"CMP(IN) 18"CMP(OUT)	254.1'	934.53(IN) 934.43(OUT)	940.33
5D	SWCB	18"(IN)		915.90(IN)	921.40



BOSTWICK, DUKE, HARPER & WORTHY, INC.
377 SOUTH ATLANTA STREET
ROSWELL, GEORGIA 30075
770-552-0804

FINAL PLAT FOR:
SHAMROCK INDUSTRIAL PARK - PHASE 7
LAND LOT 153
DISTRICT 7
CITY OF TYRONE, FAYETTE COUNTY, GEORGIA

Drawn By: TCB
Scale: 1 inch = 100 feet
Date: 04/26/02
Job No. GUTHTYRO.DWG

GEORGIA REGISTERED NO. 1291 GEORGE M. VENABLE, JR.

EXHIBIT "B"

STORMWATER FACILITY INSPECTION AND MAINTENANCE SCHEDULE
Town of Tyrone, Georgia

STORMWATER FACILITY	INSPECTION FREQUENCY
Wet Pond	Once per Year
Dry Pond	Once per Year
Constructed Wetlands	Once per Year
Filtration Facility	Once per Year
Enhanced Swales, Grass Channels and Filter Strips	Once per Year

Required maintenance – All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual. (Maintenance requirements are detailed for each structural control. See www.georgiastormwater.com for more information.) In general, the Town is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

Inspections – The Property Owner shall inspect all stormwater facilities at least once each year using the BMP Operation and Maintenance Inspection Report attached to the Stormwater Management Inspection and Maintenance Agreement as Exhibit "D". Upon completion of each inspection, the Property Owner shall submit the completed Report to the Town.

Exhibit B

- Page 8

INSPECTION AND MAINTENANCE SCHEDULE

Detention Basins

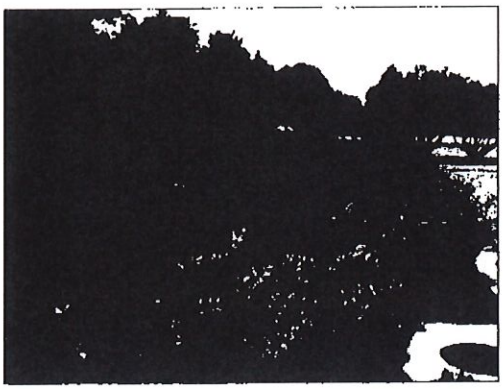
MAINTENANCE ACTIVITY	SCHEDULE
Clean and remove debris from inlet and outlet structures. Mow side slopes and pond bottom.	Monthly
Inspect for damage, paying particular attention to the control structure. Check for signs of eutrophic conditions. Note signs of hydrocarbon build-up, and remove appropriately. Monitor for sediment accumulation in the facility. Examine to ensure that outlet device is free of debris and operational. Check all control gates, valves or other mechanical devices.	Annual Inspection.
Repair undercut or eroded areas.	As Needed
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

Infiltration Trench

MAINTENANCE ACTIVITY	SCHEDULE
-Inspect to ensure that contributing drainage area and infiltration practice are clear of sediment, trash and debris. -Remove any accumulated sediment and debris. -Ensure that the contributing drainage area is stabilized. Plant replacement vegetation as needed. -Check observation well to ensure that infiltration practice is properly dewatering after storm events.	Monthly
-Inspect pretreatment devices for sediment accumulation. Remove accumulated sediment, trash and debris. -Inspect top layer of filter fabric and pea gravel or landscaping for sediment accumulation. Remove and replace if clogged. -Inspect the practice for damage, paying particular attention to inlets, outlets and overflow spillways. Repair or replace any damaged components as needed. -Inspect the practice following rainfall events (specifically large rainfall events). Check observation well to ensure that complete drawdown has occurred within 72 hours after the end of a rainfall event. Failure to drawdown within this timeframe may indicate infiltration practice failure.	Semi-Annually during first year and Annually thereafter
-Remove aggregate and install clean, washed trench aggregate -It may be necessary to replace piping, filter fabric, etc.	Upon Failure

Exhibit 5B

Dry Detention Basins



A dry detention basin is a storage basin designed to provide water quantity control through detention of stormwater runoff. The purpose of detention is to allow some of the water to exfiltrate into the ground and the remainder of the water to release slowly over a period of time to reduce downstream water quantity impacts. Dry detention basins are designed to completely drain following a storm event and are normally dry between rain events. They provide limited pollutant removal benefits and are not intended for water quality treatment alone.

There are some common problems to be aware of when maintaining a dry detention basin. They include, but are not limited to, the following:

- Sediment build-up
- Trash, litter, and debris accumulation
- Clogging and structural repairs in the inlet and outlet structures
- Establishing vegetation within the dry detention basin
- Erosion
- Mowers compacting and rutting the basin bottom
- Mosquitoes breeding in the practice
- Ant mounds

Routine maintenance should be performed on the dry detention basins to ensure that the structure is properly functioning. Note that during the first year the dry detention basin is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice. In the event of snow, check to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid clogging and further pollution.

Dry detention basins should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring. If the dry detention basin is not draining properly, check for clogging of the inflow and outflow structures.

If the forebay or dry detention basin has received a significant amount of sediment over a period of time, then the sediment at the bottom of the forebay or dry detention basin may need to be removed. Accumulated sediment in the practice decreases the available storage volume and affects the basin's ability to function as it was designed.

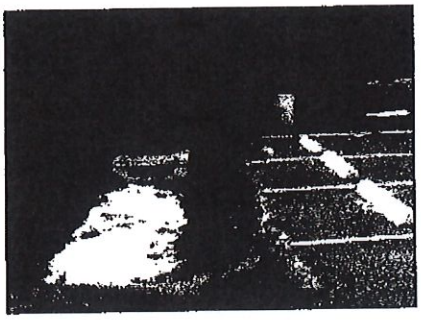
If designed and maintained correctly, dry detention basins should not become a breeding ground for mosquitoes. A mosquito egg requires 24-48 hours to hatch. In addition, it takes 10-14 more days for the egg to develop and become an adult. By having a dry detention basin that drains properly, it is unlikely that a dry detention basin would provide a habitat that could become a breeding area for mosquitoes. Should the dry detention basin become a breeding ground for mosquitoes, the problem is likely with the overflow structure which may need to be addressed.

The table below shows a schedule for when different maintenance activities should be performed on the dry detention basins.

Dry Detention Basin Typical Routine Maintenance Activities and Schedule

Activity	Schedule
• Remove debris from basin surface to minimize outlet clogging and improve aesthetics. • Note erosion of detention basin banks or bottom • Inspect for damage to the embankment. • Monitor for sediment accumulation in the facility and forebay. • Examine to ensure that inlet and outlet devices are free of debris and operational.	Annually and following significant storm events
• Remove sediment buildup. • Repair and revegetate undercut and/or eroded areas. • Perform structural repairs to inlet and outlets. • Repair undercut or eroded areas. • Mow side slopes. • Seed or sod to restore dead or damaged ground cover.	As needed based on inspection
• Mow to limit unwanted vegetation. • Litter/ Debris Removal.	Routine

Infiltration Practice



An infiltration practice is a shallow excavation, typically filled with stone or an engineered soil mix, which is designed to temporarily hold stormwater runoff until it infiltrates into the surrounding soils. Infiltration practices are able to reduce stormwater quantity, recharge the groundwater, and reduce pollutant loads.

There are some common problems to be aware of when maintaining infiltration practices. They include, but are not limited to, the following:

- Sediment build-up
- Clogging in the inlet and outlet structure
- Clogging the underdrain (if applicable)
- Mosquitoes breeding in the practice

Routine maintenance should be performed on infiltration practices to ensure that the practice is functioning properly. Infiltration practices should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring.

In order to limit the sediment that enters the infiltration practice, infiltration practices should always be designed with adequate pretreatment (e.g., vegetated filter strip, sediment forebay). Routine maintenance of the pretreatment device, such as removing accumulated sediment, trash, and debris, decreases the amount of maintenance required on the infiltration practice as well as its likelihood of clogging and failing. Infiltration trenches can have either exposed aggregate at the surface of the practice which provides sediment removal and additional pretreatment upstream of the infiltration trench and can be easily removed and replaced when it becomes clogged.

If the infiltration practice is not draining properly, check for clogging of the inflow structure or underdrain. To help ensure that larger storm events are able to safely bypass the infiltration practice a perforated pipe (e.g., underdrain) is sometimes placed near the top of the stone reservoir or planting bed. This provides additional conveyance of stormwater runoff after the infiltration trench or basin has filled. Another consideration is the infiltration rate of the soil media. If the soil is not draining properly, the filter fabric could be clogged or the soil could be clogged or over-compacted. In an infiltration practice, the filter fabric is likely to be clogged along the top and sides of the infiltration practice. If the filter fabric becomes clogged, the practices will need to be dug up, cleaned, and the fabric replaced. The media is likely to become clogged at the upper layer of the soil first. If the media is clogged or over-compacted, then the media should be replaced. Potential sources of excessive sediment that could clog the media include ant mounds and unstable soil upstream of the practice. Possible sources of

compaction are tractors or maintenance vehicles traveling through the practice. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

If designed and maintained correctly, there is no danger of infiltration practices becoming a breeding ground for mosquitoes. A mosquito egg requires 24-48 hours to hatch. In addition, it takes 10-14 more days for the egg to develop and become an adult. By having an infiltration practice that drains properly, it is unlikely that it would provide a habitat that could become a breeding area for mosquitoes. Should the infiltration practices become a breeding ground for mosquitoes, the problem is likely with the soil media or the overflow structure which may need to be addressed.

The table below shows a schedule for when different maintenance activities should be performed on the infiltration practice.

Infiltration Practice Typical Routine Maintenance Activities and Schedule

Maintenance Activity	Schedule
• Inspect to ensure that contributing drainage area and infiltration practice are clear of sediment, trash and debris. Remove any accumulated sediment and debris. • Ensure that the contributing drainage area is stabilized. Plant replacement vegetation as needed. • Check observation well to ensure that infiltration practice is properly dewatering after storm events.	Monthly
• Inspect pretreatment devices for sediment accumulation. Remove accumulated sediment, trash and debris. • Inspect top layer of filter fabric and pea gravel or landscaping for sediment accumulation. Remove and replace if clogged. • Inspect the practice for damage, paying particular attention to inlets, outlets and overflow spillways. Repair or replace any damaged components as needed. • Inspect the practice following rainfall events (specifically large rainfall events). Check observation well to ensure that complete drawdown has occurred within 72 hours after the end of a rainfall event. Failure to drawdown within this timeframe may indicate infiltration practice failure.	Semi-Annually during first year and Annually thereafter
• Remove aggregate and install clean, washed trench aggregate • It may be necessary to replace piping, filter fabric, etc.	Upon Failure

EXHIBIT "C"

PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT
Town of Tyrone, Georgia

THIS EASEMENT granted this 15 day of June, 2023, between the Property Owner Deheer Properties LLC as party of the first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH

That Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Stormwater Management Inspection and Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Stormwater Management Inspection and Maintenance Agreement, as shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the Town of Tyrone, Georgia. This easement is required by the provisions of the Stormwater Management Inspection and Maintenance Agreement executed by and between the Grantor and Grantee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

Name of LLC: Debeer Properties LLC, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Frank Debeer
Typed or Printed Name

Title: Owner

Attest: Sharon Griffies
Signature of Witness

Sharon Griffies
Typed or Printed Name

Title: Controller

(SEAL)

Notary Public: _____

My Commission Expires: 12/27/25

(NOTARIAL SEAL)

MELANIE GOODSON NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 12/27/2025 COWETA COUNTY, GEORGIA

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

My Commission Expires: _____

(NOTARIAL SEAL)

Attachments:

Exhibit A.	Plat and Legal Description
Exhibit B.	Maintenance and Inspection Schedule
Exhibit C.	Permanent Water Quality BMP and Access Easement Agreement
Exhibit D.	Example Operation and Maintenance Inspection Report

EXHIBIT D

OPERATION AND MAINTENANCE INSPECTION REPORT FOR STORMWATER MANAGEMENT PONDS
TOWN OF TYRONE, GEORGIA

Inspection Date _____ Inspector Name _____

Project Location _____

Description of Pond (normal pool or dry) _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
I. POND FACILITIES A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
I. Upstream					
II. Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face					

ITEM INSPECTED	CHECKED Yes	CHECKED No	MAINTENANCE REQUIRED Yes	MAINTENANCE REQUIRED No	COMMENTS
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED Yes	CHECKED No	MAINTENANCE REQUIRED Yes	MAINTENANCE REQUIRED No	COMMENTS
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED Yes	CHECKED No	MAINTENANCE REQUIRED Yes	MAINTENANCE REQUIRED No	COMMENTS
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Required					
b. Graffiti Removal Required					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

SUMMARY

1. Inspector's Remarks: _____

_____

_____

_____

_____

2. Overall Condition of Facility (Check One) Acceptable _____

Unacceptable _____

3. *I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.*

Signed: _____ Date: _____

Inspector

Dry Detention Basin					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet Structure					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Inlet pipe is in good condition and is not clogged.					
Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pretreatment (forebay)					
Area is free of trash, debris, and sediment.					
Sediment accumulation is less than 50% of the forebay volume.					
No undesirable vegetation within the forebay. Weeds are removed to prevent clogging.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					
No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc.).					

Dry Detention Basin					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A	
Basin seems to be working properly. No settling around the basin. Comment on overall condition of basin.					
Vegetation within and around practice is maintained. Grass clippings are removed.					
Sediment accumulation within dry detention basin is less than 3 inches.					
No standing water within the basin.					
No evidence of use of fertilizer on grass (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).					
Emergency Overflow					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
No shrubs or trees growing on embankment.					
No signs of seepage on the downstream face.					
No signs of animal activity.					
Outlet Structure					
Outlet structure is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
All moveable components are operational.					
Results					
Overall condition of Dry Detention Basin:					
Additional Comments					
Notes: If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					

Infiltration Practice					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc. Drainage ways are in good condition.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Diversion structure (high flow bypass structure or underdrain) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Forebay – No undesirable vegetation.					
Forebay – No signs of erosion, rills, or gullies. Erosion protection is present on site.					
Forebay – No signs of standing water.					
Filter Strip– area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion or sediment accumulation.					
Filter Strip – No signs of unhealthy grass, bare or dying grass. Grass height is maintained to a height of 6 – 15 inches.					
Filter Strip– No signs of erosion, rills, or gullies. Erosion protection is present on site.					
Filter Strip – No undesirable vegetation.					
Filter Strip – No signs of standing water (examples include: stains, odors, mosquito larvae, etc).					

Infiltration Practice					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
No signs of ponding water more than 48 hours after a rain storm event (examples include: stains, odors, mosquito larvae, etc).					
No undesirable vegetation growing within the practice.					
Native plants were used in the practice according to the landscaping plan.					
Observation well is capped and locked when not in use					
Flow testing has been performed on infiltration practice to determine if underdrain is clogged.					
Emergency Overflow and Outlet Structure					
Area is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
No signs of sediment accumulation.					
Grass height of 6 – 15 inches is maintained.					
Results					
Overall condition of Infiltration Practice:					
Additional Comments					
Notes: *If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					

CERTIFICATE OF COMPLETION

Town of Tyrone

This certificate is issued pursuant to the requirements of the adopted building code, certifying that at the time of issuance this structure was in compliance with the various ordinances of Town of Tyrone regulating building construction and use.

Site Address: 130 NEWFIELD DR, TYRONE, GA 30269

Owner Name: JUSTIN CHAN

Owner Address: 130 NEWFIELD DR, TYRONE, GA 30269

Type of Construction: N/A

Occupancy: R-3

Code Edition:

Auto Sprinkler Required: No

Building Permit #: 22TYR-00059

Permit Type: Residential Pool/Hot Tub

Parcel Number:

Lot: 102

Block:

Subdivision: THE ESTATES

Zoning District:

Building Official: Paul Hardy

Auto Sprinkler Provided No

Building Official - 05/24/2023