

**STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT**  
**Town of Tyrone, Georgia**

THIS AGREEMENT, made and entered into this 5th day of October,  
2023, by and between (insert full name of owner)  
Kenneth R. Spivey, Jr and Sylvia Spivey

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").

W I T N E S S E T H

WHEREAS, the Property Owner is the owner of certain real property described as  
(Fayette County Tax Map/Parcel Identification Number) 072605006  
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 4824 page  
621, and Plat Book 42, page 8-10, 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)  
Commercial Build Atlanta

(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**  
**INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By:   
Signature  
Kenneth R. Spivey Jr.  
Typed or Printed Name

Attest:   
Signature of Witness  
Jennifer Pickett  
Typed or Printed Name

By:   
Signature  
Sylvia J. Spivey  
Typed or Printed Name

Attest:   
Signature of Witness  
Jennifer Pickett  
Typed or Printed Name

[Attach additional signature pages if necessary]

Notary Public:  (NOTARIAL SEAL)

My Commission Expires: 11/16/26

**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



Book: 42 Page: 8 Seq: 1



# POWERS COURT

CITY OF TYRONE  
LAND LOT 116 7th DISTRICT  
FAYETTE COUNTY, GA



GRAPHIC SCALE  
9/16/04  
5/20/05  
11/28/05

R.M. BOYD & ASSOCIATES  
LAND SURVEYING & ENGINEERING, INC.  
325 SOUTH LEE STREET  
FAYETTEVILLE, GA 30214  
(770) 461-24

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ARC = 640.37

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FAYETTE COUNTY BOARD OF EDUCATION  
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JENKINS 74, LLC.

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FINAL PLAT OF  
**POWERS COURT**

CITY OF TYRONE  
LAND LOT 116 7th DISTRICT  
FAYETTE COUNTY, GA



GRAPHIC SCALE  
9/16/04  
5/20/05  
11/28/05

R.M. BOYD & ASSOCIATES  
LAND SURVEYING & ENGINEERING, INC.

325 SOUTH LEE STREET  
FAYETTEVILLE, GA 30214  
(770) 461-2417



REVISED 5/18/05 TO DIVIDE TRACT "C"  
INTO LOT 16 & 17 AND REFLECT ZONING  
CHANGE OF LOT 17 TO O-L

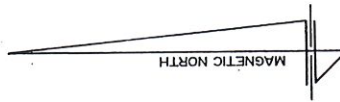
REVISED 11/28/05 TO COMBINE LOTS 5 & 6.

T.B.M. NO. 1

TOP OF CB AT  
LOTS 11 & 12  
ELEV = 957.39

T.B.M. NO. 2

TOP OF CB AT  
LOTS 8 & 9  
ELEV = 959.89



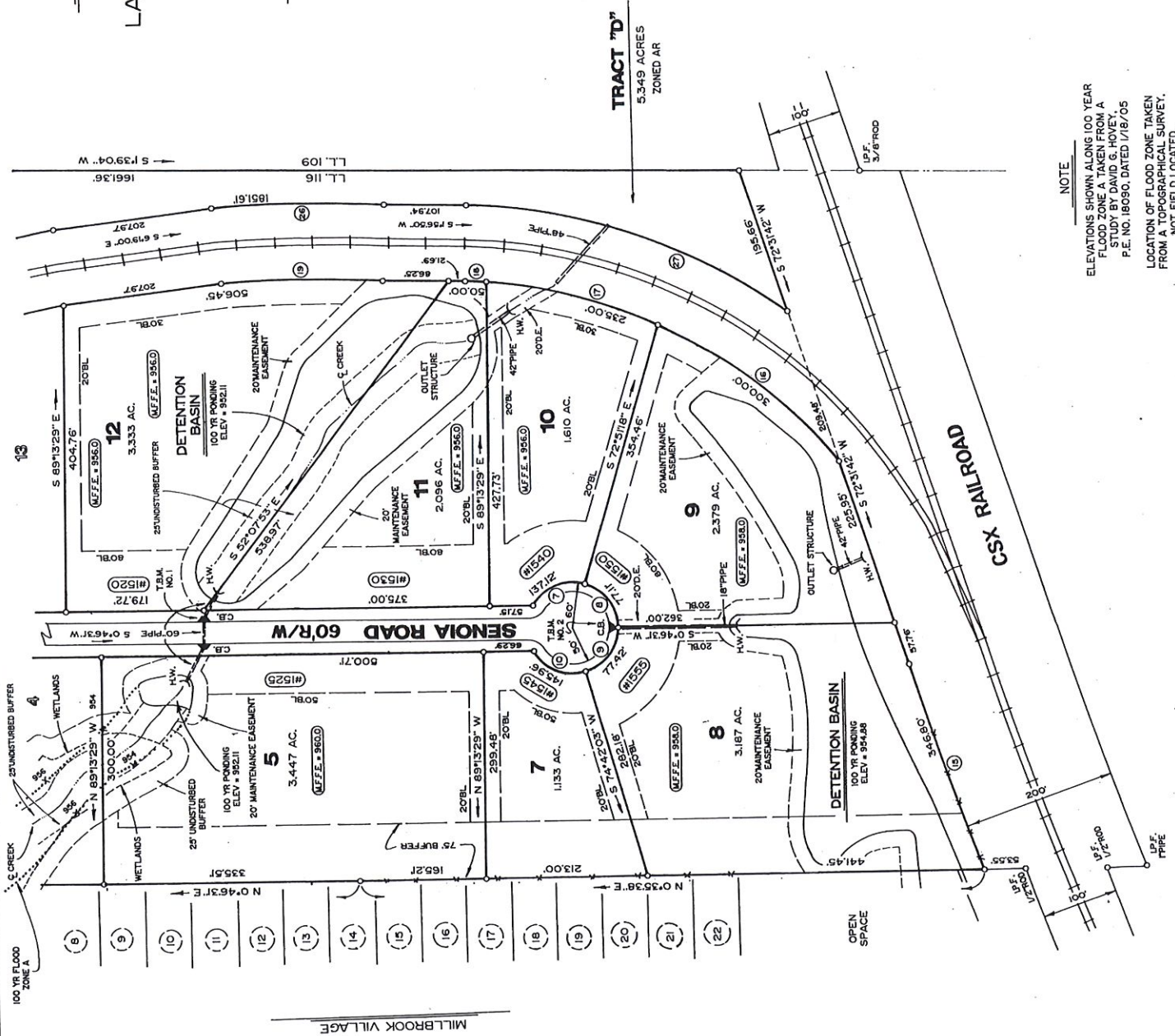
GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 29th DAY

OF NOV, 2005.

BOOK 212 PAGE 10

CLERK Sula Studdard



TRACT "D"  
5.349 ACRES  
ZONED AR

NOTE

ELEVATIONS SHOWN ALONG 100 YEAR  
FLOOD ZONE A TAKEN FROM A  
STUDY BY DAVID S. HOVEY,  
P.E. NO. 18090, DATED 1/18/05.  
LOCATION OF FLOOD ZONE TAKEN  
FROM A TOPOGRAPHICAL SURVEY.  
NOT FIELD LOCATED.

Doc ID: 010547300002 Type: WD  
Recorded: 12/26/2018 at 09:40:00 AM  
Fee Amt: \$159.50 Page 1 of 2  
Transfer Tax: \$147.50  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK **4824** PG **621-622**

(Space above is for Recorder's use)

When Recorded Mail To:

Lawson& Beck, LLC  
1125 Commerce Drive, Ste 300  
Peachtree City, GA 30269  
18-LAW-2412

STATE OF GEORGIA                     )  
   )  
COUNTY OF FAYETTE                 )

**LIMITED WARRANTY DEED**

THIS INDENTURE is made as of the 17<sup>th</sup> day of December, 2018, between **MCF GEORGIA II, LLC, a Georgia limited liability company** (hereinafter referred to as "Grantor") and **Kenneth R. Spivey, Jr. and Sylvia T. Spivey** (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

**WITNESSETH**

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property:

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 116 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA, BEING LOT 10 OF POWERS COURT, PER PLAT RECORDED IN PLAT BOOK 42, PAGES 8-10, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FAYETTE COUNTY, GEORGIA, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the Land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject to (i) all unpaid taxes and assessments; (ii) all matters that would be disclosed by a current and accurate survey and inspection of the property described herein; and (iii) all easements, limitations, restrictions, reservations, covenants and encumbrances of record.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions, but not otherwise.

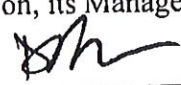
IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

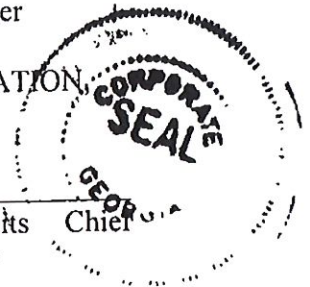
GRANTOR:

MCF GEORGIA II, LLC  
a Georgia limited liability company

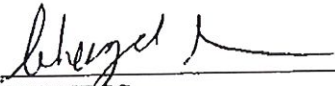
By: MOORING FUND MANAGER, LLC  
a Delaware limited liability company, its Manager

By: MOORING FINANCIAL CORPORATION,  
a Delaware corporation, its Manager

By:   
Dipesh Bhise, its Chief  
Investment Officer



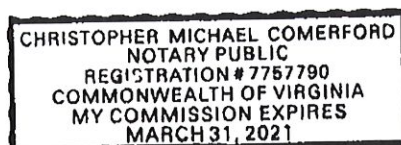
Signed, sealed, and delivered  
in the presence of:

  
WITNESS

  
NOTARY PUBLIC

My Commission Expires: 3/31/2021

[Notary Seal]





**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](http://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

### 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



## EXHIBIT B

### Operations & Maintenance Guidance Document

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
<ul style="list-style-type: none"> <li>Inspect to ensure that contributing drainage area and infiltration practice are clear of sediment, trash and debris. Remove any accumulated sediment and debris.</li> <li>Ensure that the contributing drainage area is stabilized. Plant replacement vegetation as needed.</li> <li>Check observation well to ensure that infiltration practice is properly dewatering after storm events.</li> </ul>	Monthly
<ul style="list-style-type: none"> <li>Inspect pretreatment devices for sediment accumulation. Remove accumulated sediment, trash and debris.</li> <li>Inspect top layer of filter fabric and pea gravel or landscaping for sediment accumulation. Remove and replace if clogged.</li> <li>Inspect the practice for damage, paying particular attention to inlets, outlets and overflow spillways. Repair or replace any damaged components as needed.</li> <li>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.</li> </ul>	Semi-Annually during first year and Annually thereafter
<ul style="list-style-type: none"> <li>Remove aggregate and install clean, washed trench aggregate</li> <li>It may be necessary to replace piping, filter fabric, etc.</li> </ul>	Upon Failure



EXHIBIT "C"

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

THIS EASEMENT granted this 5 day of October, 2023,  
between the Property Owner Sylvia Spivey + Kenneth R. Spivey Jr. 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]

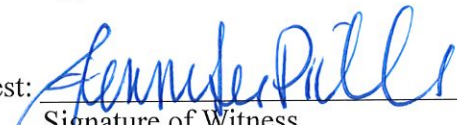
IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their  
duly authorized official, this Agreement.

**PROPERTY OWNER  
INDIVIDUAL OR PROPERTY OWNED JOINTLY  
BY SEVERAL INDIVIDUALS**

By:   
Signature  
Kenneth R. Spivey, Jr  
Typed or Printed Name

Attest:   
Signature of Witness  
Regina S. Sims  
Typed or Printed Name

By:   
Signature  
Sylvia Spivey  
Typed or Printed Name

Attest:   
Signature of Witness  
Jennifer Pickle  
Typed or Printed Name

[Attach additional signature pages if necessary]

Notary Public: 

(NOTARIAL SEAL)

My Commission Expires: 11/6/2026

**TOWN OF TYRONE, GEORGIA**

By: \_\_\_\_\_  
Town Clerk

Attest: \_\_\_\_\_  
Town Engineer

(TOWN SEAL)

Notary Public: 

(NOTARIAL SEAL)

My Commission Expires: 11/6/2026

Attachments:

Exhibit 1. Plat of Easement





## EXHIBIT D

### Operations & Maintenance Guidance Document

Infiltration Practice					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A	
<b>General Inspection</b>					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
<b>Inlet</b>					
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.					
<b>Pretreatment (choose one)</b>					
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).					

# EXHIBIT D

## Operations & Maintenance Guidance Document

Infiltration Practice					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
<b>Main Treatment</b>					
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.					
<b>Emergency Overflow and Outlet Structure</b>					
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.					
<b>Results</b>					
Overall condition of Infiltration Practice:					
<b>Additional Comments</b>					
<b>Notes:</b> *If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					