



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: February 6, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Devon Boullion

STAFF REPORT

AGENDA ITEM:

Consideration to approve Dogwood Church, Inc.'s Stormwater Management Operations and Maintenance Agreement (for Dogwood Church's Expansion Project) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

BACKGROUND:

Per the Town of Tyrone's Development Regulations, new development and re-development involving the addition or improvement of 5000 square feet of more of impervious surfaces are required to construct and maintain on-site stormwater management facilities to protect the health, safety, and welfare of the Town of Tyrone's residents and water quality in local watersheds. The agreement establishes the property owner's inspection and maintenance responsibilities, as well as the Town's right to inspect the facilities and require maintenance in accordance with the both the agreement and applicable standards from the latest edition of the Georgia Stormwater Management Manual. The missing document includes a legal description of the stormwater access easement; this document shall be provided prior to issuance of the certificate of occupancy.

Pending receipt of finalized documents and Council approval, the 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.

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends authorizing Mayor Dial to execute the Agreement between Dogwood Church, Inc. and the Town of Tyrone, subject to receipt of finalized document(s) prepared to staff's satisfaction for the purpose of finalizing the agreement prior to the issuance of the facility's certificate(s) of occupancy.

ATTACHMENTS:

Stormwater Management Operations and Maintenance Agreement

PREVIOUS DISCUSSIONS:

None

STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 6th day of February,
2025, by and between (insert full name of owner)
Dogwood Church, Inc.

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) 0729 036
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 3512 page
649-652, and Plat Book 33, page 150, 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)

DOGWOOD CHURCH EXPANSION

(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 CORPORATION

Name of Corporation: Dogwood Church, Inc., A Georgia Corporation
Printed or Typed Name

By: B. Keith Moore
Signature

Attest: John H. Warnock
Signature of Witness

B. KEITH MOORE
Typed or Printed Name

John H. Warnock
Typed or Printed Name

Title: CEO / SENIOR PASTOR

Title: CEO / Executive Pastor

(CORPORATE SEAL) Elaine C. Gardner
Notary Public: Elaine C. Gardner
My Commission Expires: May 14, 2025



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

NOTICE TO THE PUBLIC

This is to certify that the above described land is the property of the Braelinn Baptist Church Inc. and is being offered for sale by public auction on the 15th day of August 2007 at 10:00 AM at the County Court House, Perth, Scotland.

TERMS OF SALE

The land is to be sold in one lot and the purchaser is to pay the purchase price in cash or by cheque.

DEEDS REGISTERED

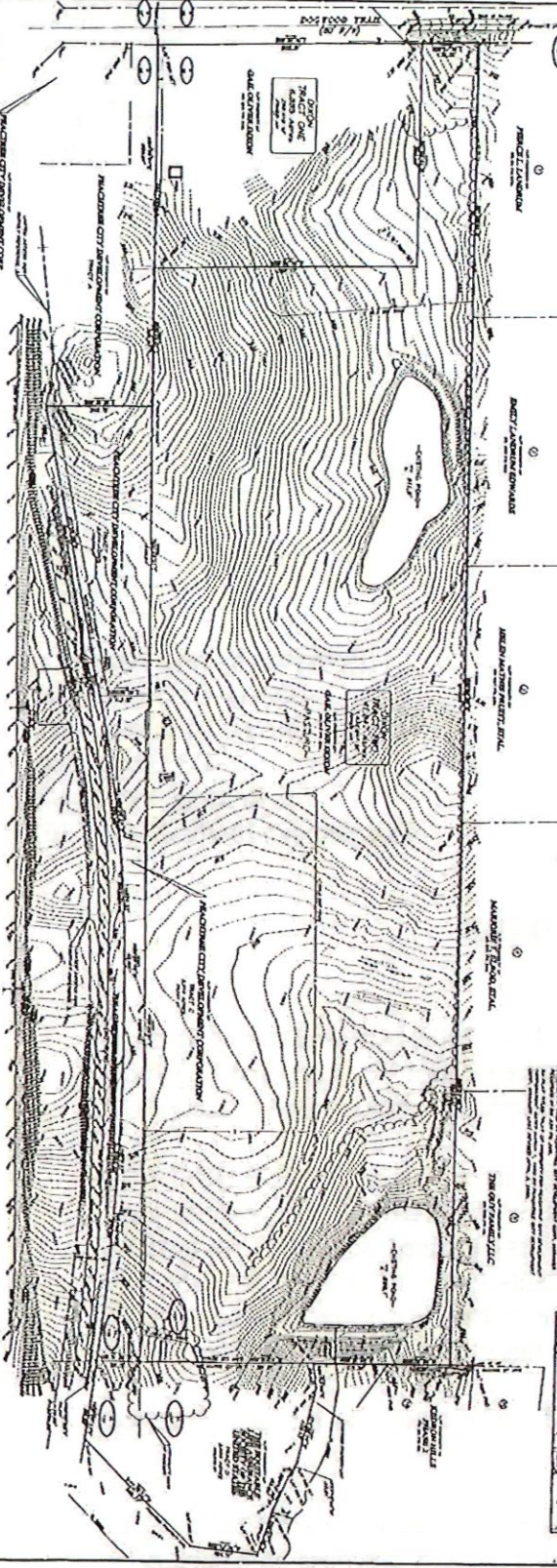
There are no registered deeds or charges affecting the land.

GENERAL NOTES

The land is situated in the Parish of Perth, County of Perth, Scotland.

BOUNDARY AND TOPOGRAPHIC SURVEY FOR
BRAELINN BAPTIST CHURCH INC.

DATE: 15th August 2007
 TIME: 10:00 AM
 PLACE: County Court House, Perth, Scotland



UTILITY CONTACTS

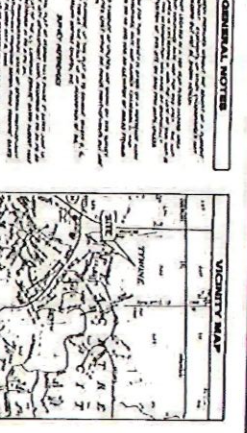
Water: Perth Waterworks
 Gas: Scottish Gas
 Electricity: Scottish Power
 Sewerage: Perth City Council

LEGEND

Boundary: Solid line
 Proposed Boundary: Dashed line
 Existing Buildings: Stippled area
 Proposed Buildings: Dotted area
 Roads: Solid line with double lines
 Paths: Dashed line
 Fences: Dotted line
 Trees: Stippled area

GENERAL NOTES

The survey was carried out by the Braelinn Baptist Church Inc. and the results are shown on this map. The land is situated in the Parish of Perth, County of Perth, Scotland.



DEEDS REGISTERED

There are no registered deeds or charges affecting the land.

GENERAL NOTES

The land is situated in the Parish of Perth, County of Perth, Scotland.

UTILITY CONTACTS

Water: Perth Waterworks
 Gas: Scottish Gas
 Electricity: Scottish Power
 Sewerage: Perth City Council





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 Filed: 04/24/2009 at 12:15:00 PM
 Fee Amt: \$22.00 Page 1 of 4
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

BK **3512** PG **649-652**

Cross-Reference to:
 Deed Book 1469 Page 175

Prepared by and return to:
 Sherry D. Olson, Esq.
 Sherry D. Olson, P.C.
 2515 Kings Way
 Cumming, GA 30040
 Telephone: 770-205-8858 X 102

QUIT-CLAIM DEED

THIS INDENTURE, made this 21st day of April, 2009, between Bank of North Georgia as successor to Peachtree National Bank (herein called "Grantor") and Dogwood Church, Inc., formerly known as Braelinn Baptist Church, Inc. (herein called "Grantee").

WITNESSETH, Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit-claim to Grantee all the right, title and interest, claim or demand which Grantor has or may have had in and to all that tract of land described on Exhibit A, attached hereto and by this reference made a part hereof.

Together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

This Quit-Claim Deed is given for the purpose of releasing any and all claims and rights which the Grantor has or may have in and to the property described on Exhibit A by virtue of:

- (a) Commercial Deed to Secure Debt and Security Agreement from Braelinn Baptist Church to Peachtree National Bank dated 1/21/2000, recorded in Deed Book 1469 Page 175, public records of Fayette county, Georgia; as modified by the following: Modification dated 5/26/2004, recorded in Deed Book 2539 Page 714; and Modification of Promissory Note, Deed to Secure Debt and Security Agreement dated 11/9/2004, recorded in Deed Book 2653 Page 641.
- (b) UCC FINANCING STATEMENT with real estate addendum naming Braelinn Baptist Church, Inc. as Debtor and Peachtree National Bank as Secured Party, filed for record on 1/31/2000 in Deed Book 1469 Page 186, aforesaid records.
- (c) UCC FINANCING STATEMENT No. 56-2004-1285 naming Braelinn Baptist Church, Inc. as Debtor and Peachtree National Bank as Secured Party, filed for record on 11/24/2004, aforesaid records.

Further, Grantee is authorized to file separate UCC Terminations for the UCCs listed under subparagraphs (b) and (c) immediately above.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither Grantor nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context permits.)

IN WITNESS WHEREOF, Grantor has signed and sealed this quit-claim deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Wancy K. Walker
Witness

Kristen Clark
Notary Public
My commission expires:



Bank of North Georgia

By: Robert Morton
Name: Robert Morton
Title: SVP

(BANK SEAL)



Exhibit "A"
APN 0729-036

All that tract or parcel of land lying and being in Land Lot 121 of the 7th District of Fayette County, Georgia, being more particularly described as follows:

Beginning at an iron pin located on the existing southerly right-of-way of Dogwood Trail (an 80 foot right-of-way), which iron pin is located 602.51 feet east of the intersection of said right-of-way with the west land lot line of Land Lot 121, as measured along said right-of-way; running thence south 89 degrees 57 minutes 10 seconds east along said right-of-way 130.02 feet to an iron pin; running thence south 01 degree 05 minutes 41 seconds west along the boundary lines of property now or formerly owned by Pierce L. Landrum and Emily Landrum Edwards a distance of 1,174.17 feet to an iron pin; running thence south 00 degrees 52 minutes 59 seconds west along the boundary of property now or formerly owned by Helen Mathis Pruitt, et al., a distance of 574.63 feet to an iron pin; running thence south 00 degrees 57 minutes 49 seconds west along the boundaries of properties now or formerly owned by Marjorie T. Elrod, et al. and The Guy Family, LLC, a distance of 1,213.05 feet to an iron pin located on the south land lot line of Land Lot 121; running thence north 88 degrees 56 minutes 34 seconds west along said land lot line 143.26 feet to an iron pin; running thence north 88 degrees 51 minutes 04 seconds west along said land lot line 171.58 feet to an iron pin; running thence north 88 degrees 51 minutes 04 seconds west to a point 391.01 feet to the southwest corner of Land Lot 121; running thence north 00 degrees 29 minutes 01 second east along the west land lot line of Land Lot 121 1,489.43 feet to an iron pin; running thence north 00 degrees 29 minutes 01 second east along said land lot line 649.54 feet to an iron pin; running thence north 00 degrees 29 minutes 01 second east along said land lot line 309.20 feet to an iron pin; running thence south 89 degrees 57 minutes 10 seconds east 597.17 feet to an iron pin; running thence north 01 degree 05 minutes 41 seconds east 500.08 feet to the point of beginning; said tract containing 41.847 acres and being designated as "Dixon Tract Two" on that certain Plat of Survey prepared for Braelinn Baptist Church, dated November 12, 1999, revised December 30, 1999, further revised January 13, 2000, by GeoSurvey, Ltd., specifically Trenton D. Turk, Registered Land Surveyor, Certificate No. 2411, Job No. 990491, which Plat is recorded in Plat Book 33, Page 18, records of the Clerk of the Superior Court of Fayette County, Georgia, and which plat is incorporated herein by reference.

Together with Tract B, as follows:

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 122, 135 and 136 of the 7th Land District of Fayette County, Georgia and being more particularly described as follows:

BEGIN at an axle found at the corner common to Land Lots 121, 122, 135 and 136, and run thence along the boundary line common to Land Lots 121 and 122 south 88 degrees 51 minutes 4 seconds east a distance of 391.01 feet to a 5/8" rebar set; run thence south 6 degrees 53 minutes 58 seconds east a distance of 55.47 feet to a 5/8" rebar set; run thence south 14 degrees 38 minutes 46 seconds west a distance of 172.13 feet to a 5/8" rebar set; run thence south 33 degrees 10 minutes 44 seconds west a distance of 37.81 feet to a 5/8" rebar set; run thence south 24 degrees 12 minutes 30 seconds west a distance of 83.04 feet to a 5/8" rebar set; run thence south 18 degrees 27 minutes 34 seconds west a distance of 104.51 feet to a 5/8" rebar set; run thence north 82 degrees 13 minutes 34 seconds west a distance of 154.11 feet to a 5/8" rebar set; run thence north 44 degrees 35 minutes 13 seconds west a distance of 340.77 feet to a 5/8" rebar set on the easterly right-of-way line of Peachtree Parkway (80' r/w); run thence along said right-of-way line north 9 degrees 5 minutes 33 seconds east a distance of 96.52 feet to a point; run thence along said right-of-way line along the arc of a curve to the left a distance of 79.89 feet to a 1/2" rebar found at the intersection of said right-of-way line with the common boundary line of Land Lots 135 and 136, said arc being subtended by a chord bearing north 8 degrees 7 minutes 5 seconds east a distance of 79.89 feet and having a radius of 5,769.58 feet; run thence along said right-of-way line along the arc of a curve to the left a distance of 875.13 feet to a point, said arc being subtended by a chord bearing north 3 degrees 55 minutes 10 seconds east a distance of 874.29 feet and having a radius of 5,769.58 feet; run thence along said right-of-way line north 0 degrees 25 minutes 46 seconds west a distance of 43.8 feet to a point; run thence along said right-of-way line along the arc of a curve to the left a distance of 576.53 feet to a point, said arc being subtended by a chord bearing north 6 degrees 6 minutes 24 seconds west a distance of 575.58 feet and having a radius of 2,904.79 feet; run thence along said right-of-way line along the arc of a curve to the left a distance of 77.04 feet to a point, said point being subtended by a chord bearing north 12 degrees 33 minutes 8 seconds west a distance of 77.04 feet and having a radius of 2,904.79 feet; run thence along said right of way line north 79 degrees 9 minutes 33 seconds east a distance of 2.99 feet to a point; run thence along said right-of-way line north 11 degrees 6 minutes 58 seconds west a distance of 585.87 feet to a concrete monument; run thence south 89 degrees 30 minutes 59 seconds east a distance of 245.75 feet to a point; run thence south 0 degrees 29 minutes 1 second west a distance of 649.54 feet to a point; run thence south 0 degrees 29 minutes 1 second west a distance of 1,489.43 feet to an axle found at the Point of Beginning as established above; being shown and described as Tract B, containing 2.674 acres or 116,465 square feet, Tract C, containing 2.219 acres or 96,637 square feet, and Tract D, containing 3.803 acres or 165,643 square feet on that certain plat of survey prepared for Braslian Baptist Church by Trenton D. Turk, (Georgia Registered)

Land Surveyor No. 2411, dated November 12, 1999, last revised January 13, 2000.

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.

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
<ul style="list-style-type: none"> • 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. 	<p style="text-align: center;">Monthly</p>
<ul style="list-style-type: none"> • 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. 	<p style="text-align: center;">Semi-Annually during first year and Annually thereafter</p>
<ul style="list-style-type: none"> • Remove aggregate and install clean, washed trench aggregate • It may be necessary to replace piping, filter fabric, etc. 	<p style="text-align: center;">Upon Failure</p>

EXHIBIT "C"

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

THIS EASEMENT granted this 6th day of February, 2025,
between the Property Owner Dogwood Church, Inc. 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 "I".

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 CORPORATION

Name of Corporation: Dogwood Church, Inc., A Georgia Corporation
Printed or Typed Name

By: B. Keith Moore
Signature

B. KEITH MOORE
Typed or Printed Name

Title: CEO / Senior Pastor

Attest: [Signature]
Signature of Witness

John H. Warnock
Typed or Printed Name

Title: CFO / Executive Pastor

(CORPORATE SEAL) Elaine C. Gardner
Notary Public: Elaine C. Gardner
My Commission Expires: May 14, 2025



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)
Notary Public: _____
My Commission Expires: _____

(NOTARIAL SEAL)

Attachments:

Exhibit 1. Plat of Easement



L.L.
136

L.L.
121

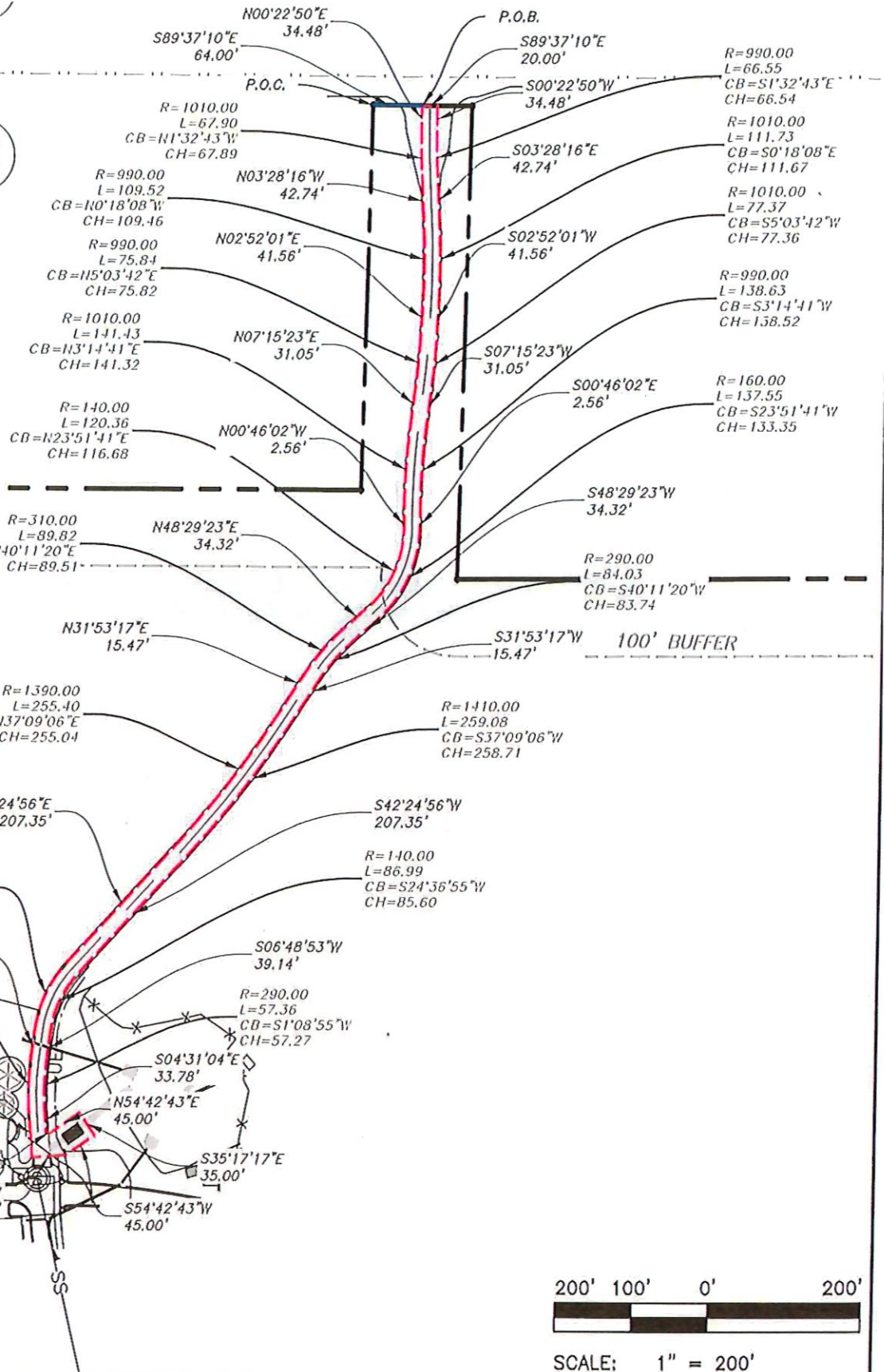


EXHIBIT C1

PERMANENT WATER QUALITY BMP AND ACCESS
 EASEMENT AGREEMENT EXHIBIT
 FOR
 DOGWOOD CHURCH
 975 GA-74
 (Tax Parcel ID No. 0723 036)



Exhibit C2 Legal Description to be provided prior to C/O once location of BMP is finalized and Plat Exhibit C1 is approved.

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.					
Pre-treatment (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					
<p>Notes: If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.</p>					

Exhibit D

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
F. Other					
1. Encroachments on Pond or Encasement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Assthalles					
a. Grass Mowing Required					
b. Gralfill Removal Required					
c. Other					
4. Public Hazards (Be Specific)					
6. 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

