

STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 20th day of January,
20 22, by and between (insert full name of owner)

Khasnis Business Properties, LLC

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) 073611010
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 5370 page
0020, and Plat Book 37, page 78-82, 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)

Georgia Rheumatology Clinic

(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**

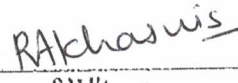
Name of LLC: KHASNIS BUSINESS PROPERTIES LLC, A Georgia Corporation

Printed or Typed Name

By: 
Signature

ATUL KHASNIS

Typed or Printed Name

Attest: 
Signature of Witness

RUPALI KHASNIS

Typed or Printed Name

Title: OWNER

Title: OWNER

(SEAL)

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN 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 |

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

REGISTERED LAND SURVEYOR NO. 2227

DATE

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPT. OF H.U.D. THROUGH THE FEDERAL INSURANCE ADMINISTRATION, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE THE FLOOD HAZARD AREA, EXCEPT AS INDICATED ON THIS PLAT.

REFERENCE F.I.R.M. NUMBER 13113 C 0080 D DATE 3/18/96

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

A TOPCON GTS-303 WAS USED TO COMPILE THE ANGULAR AND LINEAR FIELD DATA.

RIGHT-OF-WAY CURVE DATA

#	ARC	RAD	CHD	BEARING	LOT
1	103.72'	807.14'	103.65'	S 2° 45' 33" E	1
2	133.48'	288.28'	132.30'	S 6° 46' 48" W	1
3	81.67'	450.32'	81.56'	S 14° 48' 15" W	1
4	77.36'	450.32'	77.27'	S 4° 41' 14" W	2
5	69.36'	418.98'	69.28'	S 4° 57' 56" E	3
6	102.00'	418.98'	101.75'	S 16° 39' 18" E	12
7	39.48'	418.98'	39.47'	S 28° 18' 24" E	13
8	112.17'	343.58'	111.67'	S 18° 38' 49" E	13
9	67.56'	343.58'	67.45'	S 4° 39' 40" E	14
10	181.54'	60.00'	119.80'	S 65° 42' 28" E	14
11	101.20'	60.00'	89.63'	N 40° 42' 28" W	15
12	100.11'	403.57'	99.86'	N 8° 08' 05" W	18
13	111.00'	403.58'	110.65'	N 21° 07' 14" W	19
14	170.72'	359.96'	169.12'	N 15° 24' 47" W	20
15	10.00'	359.96'	10.00'	N 1° 01' 48" W	21
16	39.22'	390.32'	39.20'	N 2° 38' 40" E	28
17	98.62'	390.32'	98.36'	N 12° 45' 41" E	28
18	40.81'	349.28'	40.78'	N 10° 39' 09" E	30
19	120.36'	349.28'	119.77'	N 3° 25' 55" E	30
20	98.01'	747.14'	95.94'	N 2° 45' 33" W	...

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 Markethill Office Centre shown in:

Plat Book _____ Pages _____ 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 appurtenances within the right-of-way of said roads and in the easement including but not limited to all curbing, drainage pipes, culverts, catch basins, drainage ditches, tile 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 repair 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 _____, 2002.

By Myrtle Title _____

FINAL PLAT OF

MARKETHILL OFFICE CENTRE

TOWN OF TYRONE

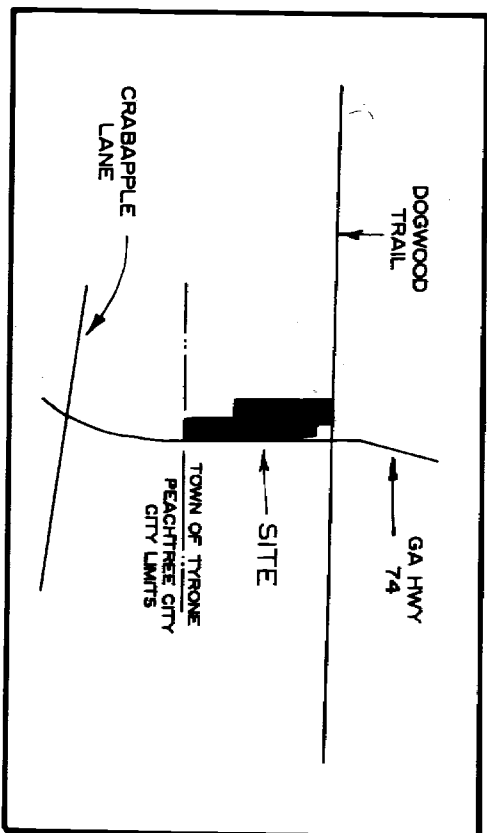
LAND LOT 136 7th DISTRICT
FAYETTE COUNTY, GEORGIA

2/10/03

BOYD & ASSOCIATES

LAND SURVEYING & ENGINEERING, INC.

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



GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 27 DAY
OF February, 2003, 2:10 PM

BOOK 37 PAGE 78

CLERK

Shirley Brundage/AS

GENERAL NOTES

1. OWNER / DEVELOPER: C.S.N. PROPERTIES, LLC (BURTON L. CLARK)
105 CHURCH STREET
BROOKS, GA 30205
(770) 719-2483

2. PROPERTY ZONED = O1 MINIMUM LOT AREA = 1.00 AC.

3. TOTAL AREA = 44.137 ACRES

4. TOTAL NUMBER OF LOTS = 30

5. BUILDING SETBACKS:

FRONT = 55'
SIDE = 8'
REAR = 30' (UNLESS NOTED OTHERWISE)

6. LOTS SERVED BY FAYETTE COUNTY WATER SYSTEM.

7. LOTS SERVED BY INDIVIDUAL SEPTIC TANKS & DRAIN FIELDS.

LEGEND

C.B. - CATCHBASIN
D.I. - DROP INLET
H.W. - HEADWALL
D.E. - DRAINAGE EASEMENT
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY

T.B.M. - TEMPORARY BENCH MARK
R/W MON. - RIGHT-OF-WAY MONUMENT
B.L. - BUILDING LINE
I.P.F. - IRON PIN FOUND
M.F.F.E. - MINIMUM FINISHED FLOOR ELEVATION

THIS PLAT IS SUBJECT TO THE PROTECTIVE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED _____

WHICH HEREBY BECOMES(A) A PART OF THIS PLAT.

RECORDED IN DEED BOOK _____ PAGE(S) _____

FINAL SURVEYOR'S 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 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.

REGISTERED LAND SURVEYOR NO. 2227 DATE 2/10/03

FINAL PLAT APPROVAL

THIS PLAT COMPLES WITH THE ZONING REGULATIONS, THE LAND DEVELOPMENT ORDINANCE AND ALL OTHER REGULATIONS GOVERNING THE LAND DEVELOPMENT OF THE TOWN OF TYRONE.

TOWN ENGINEER

DATE 2-21-03

MAYOR

DATE

TOWN CLERK

DATE

Approved Dept. of Public Health Fayette County, Georgia

This plat has been reviewed by a representative of the Fayette County Health Department and based on soils information, the lay of the land, etc., this land appears suitable for the installation of septic tanks and drain fields. However, each lot will have to be inspected to determine the location of house, style of house, etc. before final approval can be issued.

Robert J. Kunkle 2/19/03
Environmental Health Specialist III Date

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-way 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.

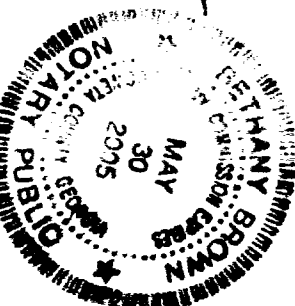
IN WITNESS THEREOF, I have hereunto set my hand and affixed my seal this

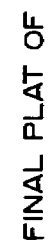
24th day of February, 2003

Owner C.S.N. Properties LLC - Myrtle

Balwyn Brown

Notary Public of Georgia





MARKETHILL OFFICE CENTRE

L.L. 136 7th DISTRICT
FAYETTE CO., GA.



GRAPHIC SCALE
SCALE - 1"=60'

2/10/03



BOYD & ASSOCIATES

LAND SURVEYING & ENGINEERING, INC.

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

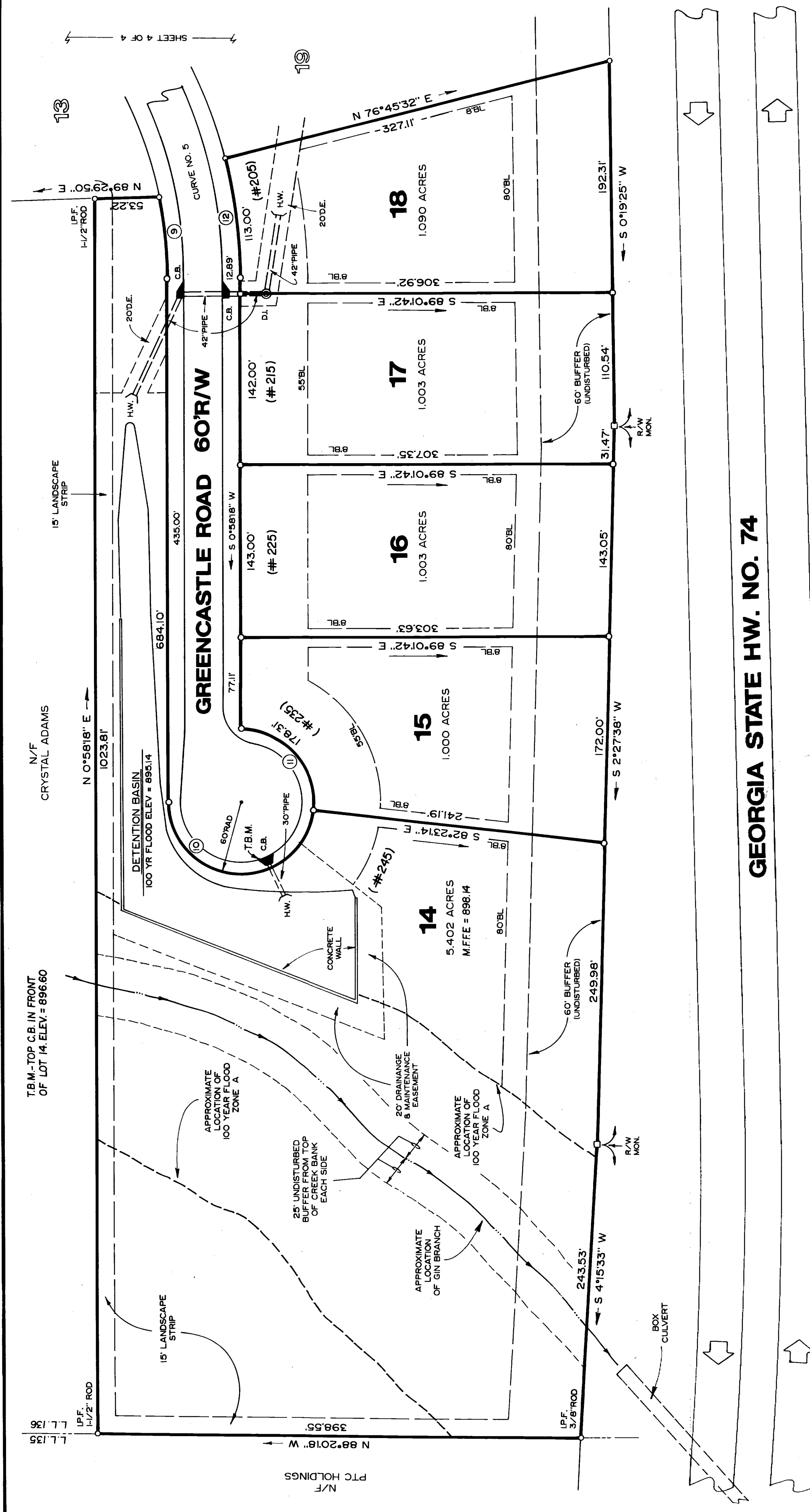
CENTERLINE CURVE DATA

CURVE NO. 4	$\Delta = 28^{\circ}45'57''$ RAD = 369.96' LEN = 195.78' TAN = 100.00' CHD = 193.73'
CURVE NO. 5	$\Delta = 29^{\circ}58'18''$ RAD = 373.57' LEN = 195.42' TAN = 100.00' CHD = 193.20'

GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 27 DAY
OF February, 2003, 2:10 PM

BOOK 37 PAGE 81
CLERK Spencer Stoddard / AS



FINAL PLAT OF

MARKETHILL OFFICE CENTRE

L.L. 136 7th DISTRICT
FAYETTE CO., GA.



GRAPHIC SCALE
SCALE - 1"=60'

2/10/03



BOYD & ASSOCIATES

LAND SURVEYING & ENGINEERING, INC.

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

CENTERLINE CURVE DATA

CURVE NO. 5

$$\Delta = 29^{\circ}58'18''$$
$$\text{RAD} = 373.57'$$
$$\text{LEN} = 195.42'$$
$$\text{TAN} = 100.00'$$
$$\text{CHD} = 193.20'$$

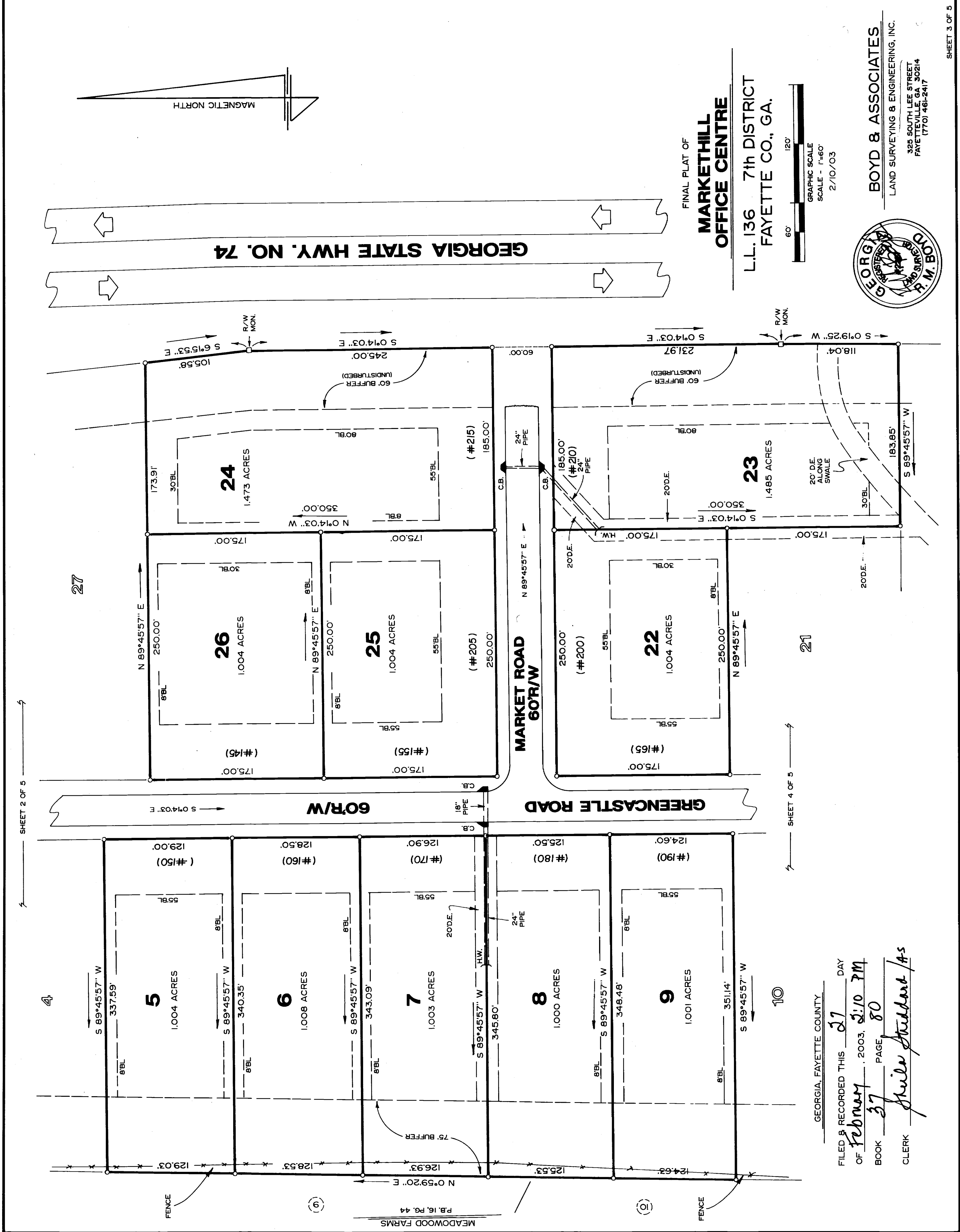
GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 27 DAY

OF February, 2003, 2:10 PM

BOOK 37 PAGE 82

CLERK Andrew Studdard / #5



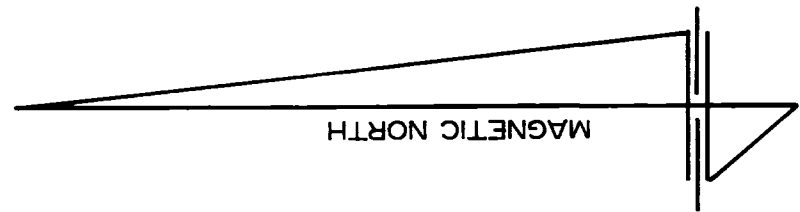
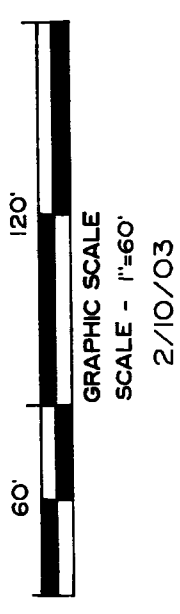
FILED & RECORDED THIS 27 DAY
OF February, 2003, 2:10 PM
BOOK 37 PAGE 80
CLERK Shirley Stoddard / As

GEORGIA, FAYETTE COUNTY



BOYD & ASSOCIATES
LAND SURVEYING & ENGINEERING, INC.
325 SOUTH LEE STREET
FAYETTEVILLE, GA 30214
(770) 461-2417

FINAL PLAT OF
**MARKETHILL
OFFICE CENTRE**
L.L. 136 7th DISTRICT
FAYETTE CO., GA.



Record and Return to:
Weissman PC
5909 Peachtree Dunwoody Road, Suite 100
Atlanta, GA 30328

File No.: W-09056-21-PC

Parcel ID: 073611010

Type: WD
Recorded: 9/24/2021 8:26:00 AM
Fee Amt: \$127.50 Page 1 of 3
Transfer Tax: \$102.50
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

Participant ID: 2979894615

BK 5370 PG 20 - 22

LIMITED WARRANTY DEED

**STATE OF GEORGIA
COUNTY OF FAYETTE**

THIS INDENTURE, made this 16th day of September, 2021 by and between **Travel Property Management LLC**, as party or parties of the first part, hereinafter called Grantor, and **Khasnis Business Properties, LLC, a Georgia limited liability company**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) AND OTHER VALUABLE CONSIDERATIONS 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, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered
in the presence of:

Betha
Unofficial Witness Brittany Andrias

[Signature]
Notary Public

My Commission Expires: 5/25/25

Travel Property Management LLC, a Florida limited liability
company

BY: [Signature]
Christopher Downing, Member



Aubrey Ward
Notary Public
State of Florida
Comm# HH134559
Expires 5/25/2025

EXHIBIT "A"

File No.: W-09056-21-PC

All that tract or parcel of land lying and being in Land Lot 136 of the 7th District of Fayette County, Georgia, being Lot 26 of Markethill Office Centre, as per Plat recorded in Plat Book 37, Pages 78-82, Records of Fayette County, Georgia, which plat is by reference incorporated herein and made a part hereof.

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.

Bioretention Areas

A bioretention area is a shallow stormwater basin or landscaped area with well-draining soils, generally composed of sand, fines, and organic matter, and vegetation to capture and treat stormwater runoff. The basin or main treatment area of the bioretention area includes plants to aid in the filtration and infiltration of the stormwater flowing through the practice. An underdrain may be placed in the bioretention area to collect runoff that has filtered through the soil layers and pipe it to the storm sewer system or a nearby water body.



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

- Sediment build-up
- Clogging in the inlet and outlet structure
- Establishing vegetation within the bioretention area
- Clogging the underdrain (if applicable)
- Mosquitoes breeding in the practice
- Ant mounds
- Maintaining the proper pH levels for plants
- Pruning and weeding to maintain appearance

Routine maintenance should be performed on the bioretention areas to ensure that the structure is functioning properly. Note that during the first year the bioretention area is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice.

In addition to routine maintenance, bioretention areas have seasonal and intermittent maintenance requirements. For example, the following are maintenance activities and concerns specific to winter months. Planting material should be trimmed during the winter, when the plants are dormant. In the event of snow, ensure that snow does not pile up in the bioretention area. Accumulated snow adds additional weight and may compact the bioretention area soil, which would reduce its infiltration capacity. In addition, 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.

Bioretention areas 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. Mulch the practice

as needed to keep a thickness of 3-4 inches. Shredded hardwood mulch is preferred, and care should be taken to keep the mulch from piling on the stems of the plants. For more information on vegetation in bioretention areas, see Appendix D: Planting and Soil Guidance.

If the bioretention area is not draining properly, check for clogging of the inflow and outflow structures as well as the infiltration rate of the soil media. If the soil is not draining properly, it could be clogged or over-compacted. In a bioretention area, the media is likely to become clogged at the mulch or 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 vehicles, such as tractors, traveling through the practice. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

In order to keep the water that exits the bioretention area clean, fertilizers should only be used sparingly during the establishment of the practice. Once the vegetation in the practice has been established, fertilizers should not be used. While vegetation in the bioretention area is important, the primary purpose of a bioretention area is to act as a water quality device and introducing fertilizers into the bioretention area introduces nutrients such as phosphorus and nitrogen that can pollute downstream waters. In addition, bioretention areas should already be a nutrient rich environment that does not require fertilization. To control animal nuisances and invasive species, pesticides (including herbicides, fungicides, insecticides, or nematode control agents) should be used sparingly and only if necessary.

If designed correctly, there is no danger of bioretention areas 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 larvae to develop and become an adult. By having a bioretention area that drains properly, it is unlikely that a bioretention area would provide a habitat that could become a breeding area for mosquitoes. Should the bioretention area 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 bioretention area.

Bioretention Area Typical Routine Maintenance Activities and Schedule

Activity	Schedule
<ul style="list-style-type: none"> • Prune and weed to maintain appearance. • Dissipate flow when erosion is evident. • Remove trash and debris. • Remove sediment and debris from inlets and outlets. • Remove and replace dead or damaged plants. • Mow around the bioretention area as necessary, ensuring grass clippings are not placed in the practice. • Observe infiltration rates after rain events. Bioretention areas should have no standing water within 24 hours of a storm event. • Inspect for evidence of animal activity. 	<p>As needed or 4 times during growing season</p>

Activity	Schedule
<ul style="list-style-type: none"> Inspect for erosion, rills, or gullies and repair. Inspect filter strip/grass channel for erosion or gullying, if applicable. Re-seed or sod as necessary. Inspect trees and shrubs to evaluate their health, and remove and replace any dead or severely diseased vegetation. Obtain a mulch depth of at least 3 to 4 inches should be inspected and obtained. Additional mulch should be added as necessary. 	Semi-annually in spring and fall
<ul style="list-style-type: none"> Trim planting material. Inspect for snow accumulation. 	As needed or during winter months
<ul style="list-style-type: none"> Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels. 	Annually
<ul style="list-style-type: none"> Replace/repair inlets, outlets, scour protection or other structures as needed. Implement plant maintenance plan to trim and divide perennials to prevent overcrowding and stress. Check soil infiltration rates to ensure the bioretention area soil is draining the water at a proper rate. Re-aerate or replace soil and mulch layers as needed to achieve infiltration rate of at least 0.5 inches per hour. 	2 to 3 years

ADDITIONAL INFORMATION FOR EXHIBIT B

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPT. OF HUD THROUGH THE FEMA IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE OF A FLOOD HAZARD AREA.

COMMUNITY PANEL 13113C 0079E

DATED: SEPTEMBER 26, 2008

ADDITIONAL INFORMATION - EXHIBIT B



CAUTION

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

Paramount
ENGINEERING, LLC

11 E. BROAD ST.
NEWNAN, GA. 30263

PH: (770)-473-9576
george@paramountengineering.com



REV. 1 DATE: 09-13-21 DESCRIPTION: ADDRESSED CITY COMMENTS

DRAWING NO: 210429 - GA RHEUMATOLOGY

PROJECT: GA. RHEUMATOLOGY CLINIC

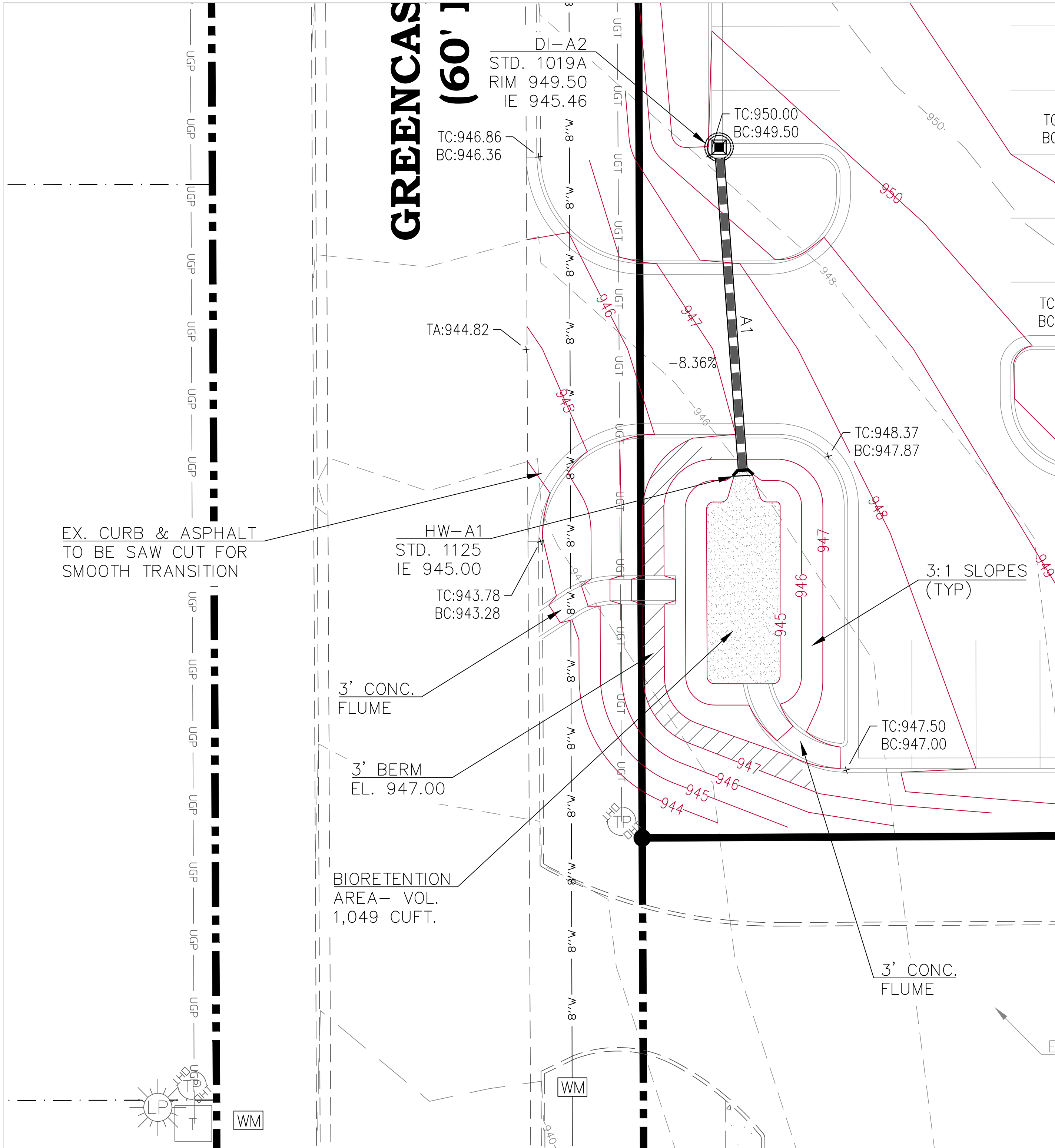
SHEET: BIORETENTION AREA DETAIL

LL 136 7TH DISTRICT TOWN OF TYRONE

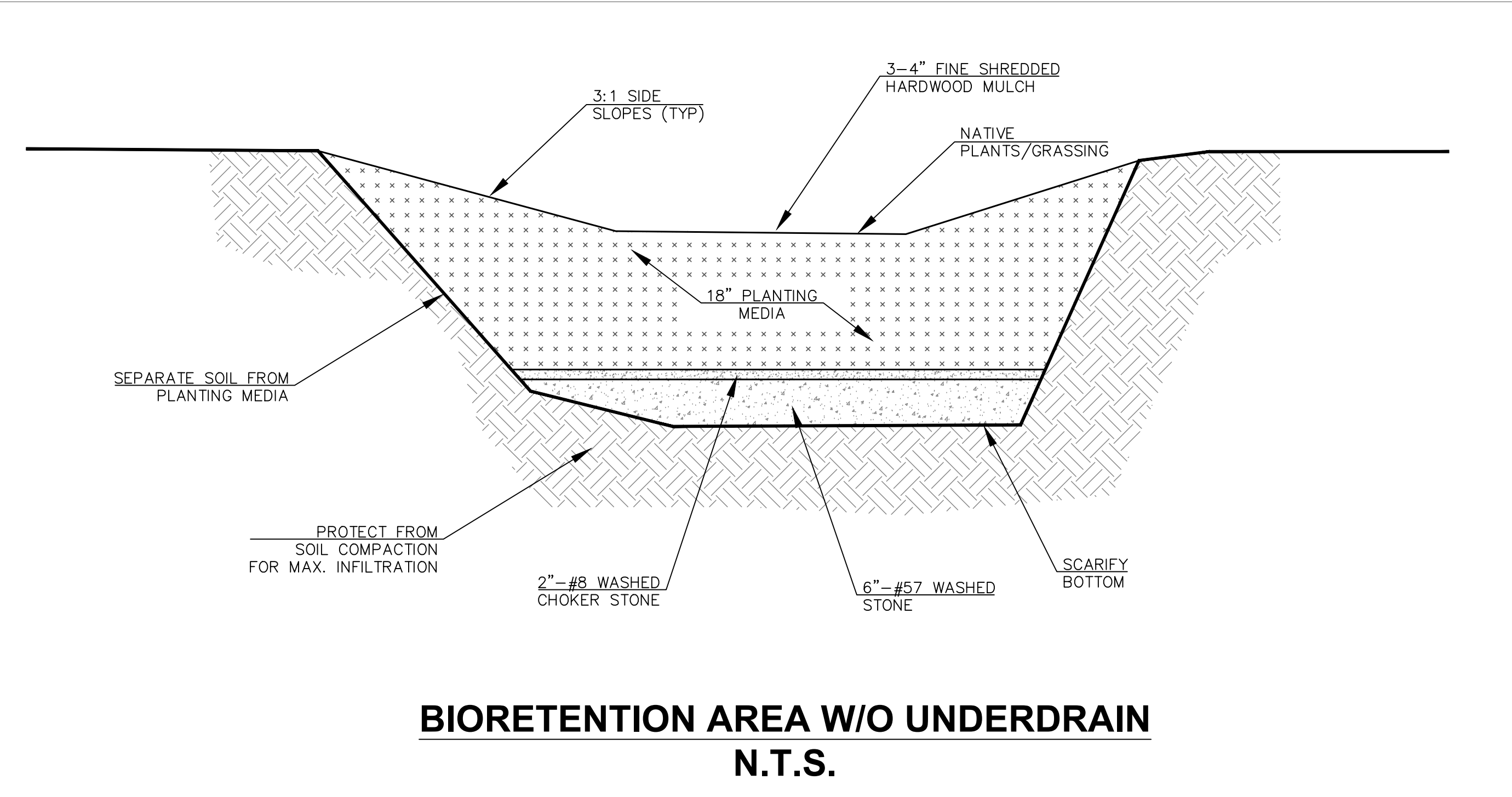
DATE: 07-28-21 DRAWN BY: GPH SCALE: 1" = 10'

SHEET

C10



BIORETENTION AREA DETAIL



BIORETENTION AREA W/O UNDERDRAIN
N.T.S.

Typical Maintenance Activities for Bioretention Area	
Maintenance Activity	Schedule
<ul style="list-style-type: none">• Prune and weed to maintain appearance.• Dissipate flow when erosion is evident.• Remove trash and debris.• Remove sediment and debris from inlets and outlets.• Remove and replace dead or damaged plants.• Mow around the bioretention area as necessary, ensuring grass clippings are not placed in the practice.• Observe infiltration rates after rain events. Bioretention areas should have no standing water within 24 hours of a storm event.• Inspect for evidence of animal activity.	As Needed or 4 times during growing season
<ul style="list-style-type: none">• Inspect for erosion, rills, or gullies and repair.• Inspect filter strip/grass channel for erosion or gulying, if applicable. Re-seed or sod as necessary.• Inspect trees and shrubs to evaluate their health, and remove and replace any dead or severely diseased vegetation.• Obtain a mulch depth of at least 3 to 4 inches should be inspected and obtained. Additional mulch should be added as necessary.	Semi-annually in spring & fall
<ul style="list-style-type: none">• Trim planting material.• Inspect for snow accumulation.	As Needed or during winter months
<ul style="list-style-type: none">• Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels.	Annually
<ul style="list-style-type: none">• Replace/repair inlets, outlets, scour protection or other structures as needed.• Implement plant maintenance plan to trim and divide perennials to prevent overcrowding and stress.• Check soil infiltration rates to ensure the bioretention area soil is draining the water at a proper rate. Re-aerate or replace soil and mulch layers as needed to achieve infiltration rate of at least 0.5 inches per hour.	2 to 3 Years

OWNER/DEVELOPER:

24 HOUR CONTACT
PRIMARY PERMITTEE
Atul Khasnis
Georgia Rheumatology Clinic
145 Greencastle Rd.
Tyrone, GA. 30290
PH: 678-889-7900
E: akrheum@gmail.com



Scale 1" = 10'

EXHIBIT "C"

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

THIS EASEMENT granted this 20 day of January, 2022,
between the Property Owner KHASNIS BUSINESS 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.

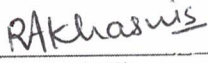
**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: KHASNIS BUSINESS PROPERTIES LLC, A Georgia Corporation
Printed or Typed Name

By: 
Signature

ATUL KHASNIS
Typed or Printed Name

Title: OWNER

Attest: 
Signature of Witness

RUPALI KHASNIS
Typed or Printed Name

Title: OWNER

(SEAL)

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Attachments:

Exhibit 1. Plat of Easement

Bioretention Area					
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).					
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 (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Weir – area is free of trash, debris, and sediment is less than 25% of the total depth of the weir.					
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.					
Rock Lined Plunge Pools – area is free of trash debris and sediment. Rock thickness in pool is adequate.					
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.					

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
Vegetation within and around practice is maintained per landscaping plan. Grass clippings are removed.					
Mulching depth of 3-4 inches is maintained. Comment on mulch depth.					
Native plants were used in the practice according to the planting plan.					
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).					
Plants seem to be healthy and in good condition. Comment on condition of plants.					
Emergency Overflow					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Outlet Structure					
Outlet structure is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Results					
Overall condition of Bioretention Area:					
Additional Comments					
Notes: *If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					