

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

THIS AGREEMENT, made and entered into this 18 day of July,  
2024, by and between (insert full name of owner)

74 South 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) 072604010, 072604009  
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 5474/5536 page  
150-155/590-594 and Plat Book 101, page 663, 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)

74 South Business Park

(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: 74 South <sup>LLC</sup> business park, A Georgia Corporation  
Printed or Typed Name

By: [Signature]  
Signature

Blake Barnett  
Typed or Printed Name

Title: Partner

Attest: [Signature]  
Signature of Witness

MICHAEL MADISON  
Typed or Printed Name

Title: PROJECT MANAGER

(SEAL)

Notary Public: Lisa Henderson

My Commission Expires: July 28, 2025



**TOWN OF TYRONE, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

(TOWN SEAL)

Notary Public: \_\_\_\_\_

(NOTARIAL SEAL)

My Commission Expires: \_\_\_\_\_

Attachments:

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

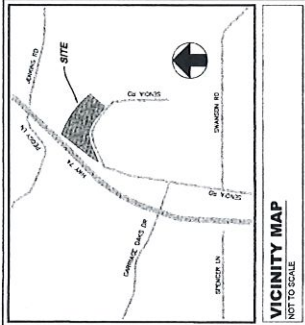
## Exhibit A



THIS PLAN IS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF COCONA COUNTY, ARIZONA, ON 09/10/2024 AT 10:00 AM. THE FEE FOR FILING THIS PLAN IS \$150.00. THE FEE FOR A COPY OF THIS PLAN IS \$10.00. THE FEE FOR A COPY OF THIS PLAN IS \$10.00. THE FEE FOR A COPY OF THIS PLAN IS \$10.00.

BK 101 PG 663

INTEGRATED SCIENCE & ENGINEERING, LLC  
10000 N. GILBERT AVENUE, SUITE 100  
SCOTTSDALE, ARIZONA 85258  
PH: 480.344.1111  
WWW.INTEGRATEDSCIENCE.COM



# PROPERTY OWNER/ADDRESS

OWNER: 74 SOUTH LLC  
350 ALLEN DRIVE, NE  
ATLANTA, GA 30342  
PROPERTY ADDRESS: 1400 SENIOR ROAD  
TOWN OF COCONA, ARIZONA

# SURVEY NOTES

1. FIELD DATA WAS COLLECTED ON THE DATE OF 06/13/24.
2. THE FIELD DATA WHICH THIS MAP OF PLAT IS BASED UPON WAS COLLECTED BY THE SURVEYOR AND HIS/HERS AND AN ANGULAR ERROR OF 7 PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.
3. THE FIELD DATA WAS COLLECTED BY THE SURVEYOR AND HIS/HERS AND AN ANGULAR ERROR OF 7 PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.
4. THE FIELD DATA WAS COLLECTED BY THE SURVEYOR AND HIS/HERS AND AN ANGULAR ERROR OF 7 PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

# FINAL PLAT APPROVAL

THE TOWN OF COCONA DOES NOT ACCEPT THE OWNERSHIP, MAINTENANCE OR RESPONSIBILITY FOR ANY CHARGE OF EASEMENT OR OVERALL DRAINAGE PLAN OR THE LACK OF ONE. THE TOWN OF COCONA DOES NOT ACCEPT THE OWNERSHIP, MAINTENANCE OR RESPONSIBILITY FOR ANY CHARGE OF EASEMENT OR OVERALL DRAINAGE PLAN OR THE LACK OF ONE.

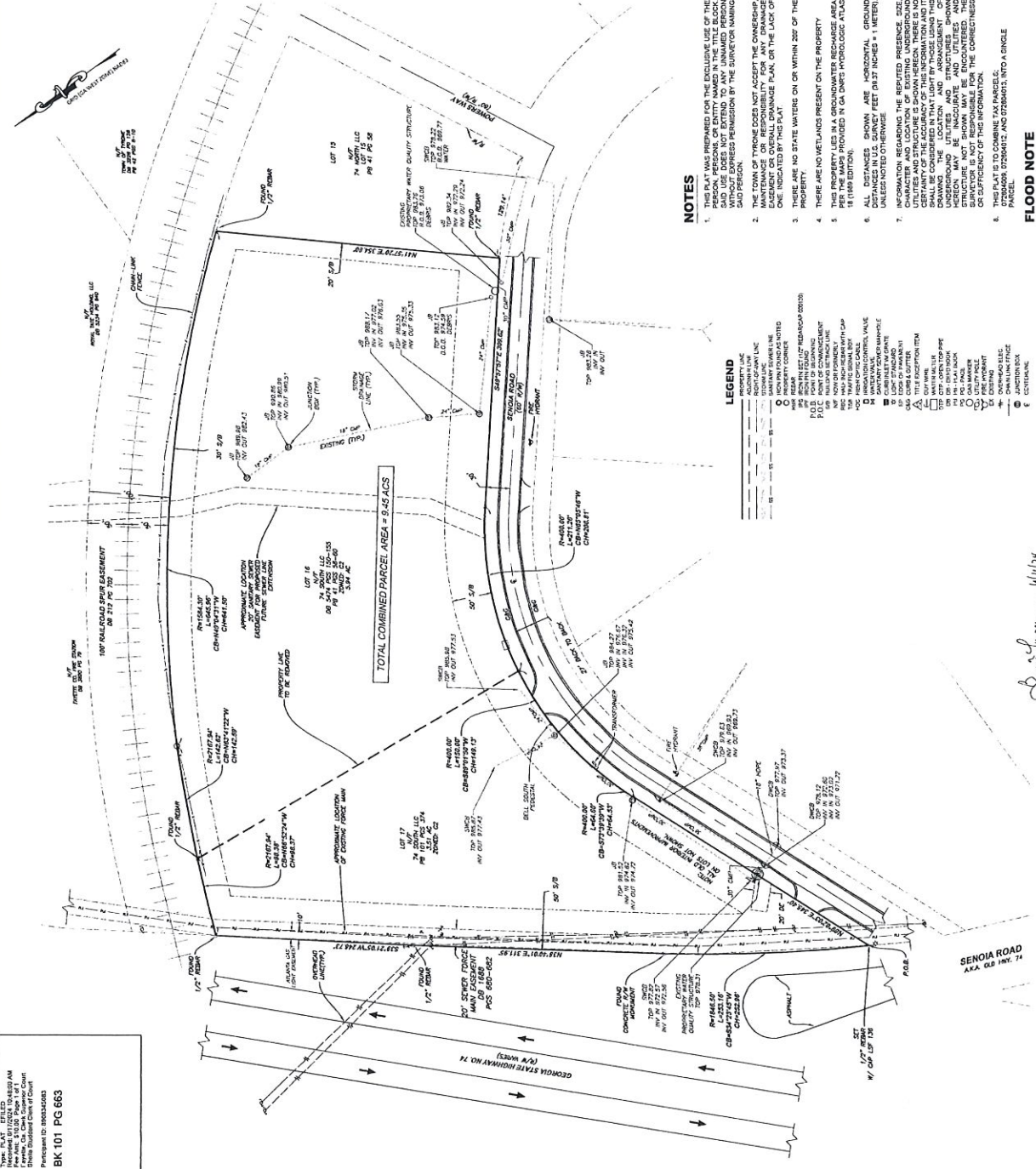
# SURVEYOR CERTIFICATION

As required by subsection (b) of O.C.G.A. Section 15-2-37, the plat is hereby certified to be a true and correct copy of the original survey. The survey was conducted by the surveyor and his/her assistants and the surveyor is a duly licensed professional engineer in the State of Georgia. The survey was conducted on the date of 06/13/24 and the surveyor is a duly licensed professional engineer in the State of Georgia.

# FINAL SURVEYORS CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE SURVEYOR HAS CONDUCTED THE SURVEY IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT. THE SURVEYOR IS A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF GEORGIA.

DATE: 06/13/24  
SURVEYOR: [Signature]



# NOTES

1. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE OWNER AND DOES NOT EXTEND TO ANY UNLAWFUL PERSON OR ENTITY.
2. THE TOWN OF COCONA DOES NOT ACCEPT THE OWNERSHIP, MAINTENANCE OR RESPONSIBILITY FOR ANY CHARGE OF EASEMENT OR OVERALL DRAINAGE PLAN OR THE LACK OF ONE.
3. THERE ARE NO STATE WATERS ON OR WITHIN 200' OF THE PROPERTY.
4. THERE ARE NO WETLANDS PRESENT ON THE PROPERTY.
5. THIS PROPERTY LIES IN A GROUNDWATER RECHARGE AREA PER THE MAPS PROVIDED IN O.C.G.A. SECTION 15-2-37.
6. THE DISTANCE BETWEEN THE PROPERTY AND THE ADJACENT STATE WATERS IS 1.1 METER.
7. INFORMATION REGARDING THE REPORTED PRESENCE, SIZE, LOCATION, AND CHARACTERISTICS OF ANY WETLANDS, UTILITIES AND STRUCTURE IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT IS THE RESPONSIBILITY OF THE OWNER TO VERIFY THE INFORMATION. THE LOCATION AND ARRANGEMENT OF ANY UTILITIES AND STRUCTURE NOT SHOWN MAY BE ENCOUNTERED. THE SURVEYOR HAS CONDUCTED THE SURVEY IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT.
8. THIS PLAT IS TO COMBINE TAX PARCELS: PARCELS 07260412 AND 07260411 INTO A SINGLE PARCEL.

# FLOOD NOTE

BY GRAPHIC ACTING ONLY, THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA. THE FLOOD INSURANCE RATE MAP OF COCONA COUNTY, GEORGIA, SHOWS THE PROPERTY IS NOT IN A FLOOD HAZARD AREA. PANEL 221, MAP REVISED SEPTEMBER 28, 2005.

# NOTE

THIS PLAT MAY NOT BE RELEVANT ON ALL DRAINAGES. FAYATTA COUNTY Environmental Health

DATE: 06/13/24  
SURVEYOR: [Signature]

DATE: 06/13/24  
SURVEYOR: [Signature]

DATE: 06/13/24  
SURVEYOR: [Signature]

DATE: 06/13/24  
SURVEYOR: [Signature]

DATE: 06/13/24  
SURVEYOR: [Signature]

DATE: 06/13/24  
SURVEYOR: [Signature]

DATE: 06/13/24  
SURVEYOR: [Signature]

Type: WD  
Recorded: 3/31/2022 3:47:00 PM  
Fee Amt: \$665.00 Page 1 of 6  
Transfer Tax: \$640.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court

Participant ID: 8531025968

**BK 5474 PG 150 - 155**

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[Space above line reserved for Recorder's use]

After Recording, Return to:  
Slutzky, Wolfe and Bailey, LLP  
2255 Cumberland Parkway  
Building 1300  
Attention: Robert L. Laney

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE, made this 29th day of March 2022, between POWERS COURT MEDICAL PARK, LLC, a Georgia limited liability company having an address of c/o TPB ASSET RECOVERY, LLC, Attn: Chris Elsevier, 5100 Peachtree Parkway, Peachtree Corners, Georgia 30092 (hereinafter referred to as "Grantor") and 74 SOUTH, LLC, a Georgia limited liability company, having an address of c/o Island Investors, LLC, Attn: Randall A. Wright, 350 Allison Drive, Atlanta, Georgia 30342 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof, and all improvements situated thereon ("Property").

11291349 v2

2692  
2692

**Book: 5474 Page: 150 Seq: 1**

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, improvements, and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, IN FEE SIMPLE.

This Limited Warranty Deed and the warranty of title contained herein are made subject to the matters set forth on Exhibit B attached hereto.

Except with respect to matters set forth on Exhibit B, hereto, Grantor will warrant and forever defend the right and title to the Property, unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

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

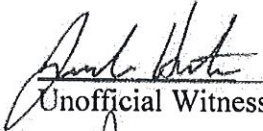
*[Signature(s) commence on following page]*



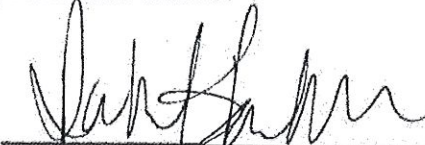
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

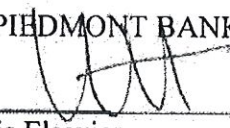
POWERS COURT MEDICAL PARK, LLC  
a Georgia limited liability company

  
Unofficial Witness

By: TPB ASSET RECOVERY, LLC  
a Georgia limited liability company  
Its: Sole Member and Manager

  
Notary Public

By: THE PIEDMONT BANK

By:   
Name: Chris Elsevier  
Title: Senior Vice President/Chief Credit Officer

(NOTARY SEAL)

My Commission Expires: 06/23/23



**EXHIBIT A**

**Legal Description**

**As to Lot 17 and Tract B (less & except Building A Tract described below), and Lot 16**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 116 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING LOT 16, CONTAINING 5.945 ACRES, LOT 17 CONTAINING 2.00 ACRES, AND TRACT B CONTAINING 1.509 ACRES, OF POWERS COURT, AS PER PLAT RECORDED IN PLAT BOOK 01 PAGES 58-60, AND REVISED AT PLAT BOOK 42, PAGES 8-10, RECORDS OF FAYETTE COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

LESS AND EXCEPT

**Building A Tract**

All that tract or parcel of land lying and being in Land Lot 116 of the 7th District Fayette County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the Northwestern Right-of-Way of Powers Way (60' Right-of-Way) and the Northeasterly Right-of-Way of Senoia Road (60' Right-of-Way), Thence along the Northeasterly Right-of-Way of Senoia Road following a curve to the left having a radius of 380.00 feet, an arc length of 129.14 feet, a chord which bears North 40 degrees 15 minutes 51 seconds West, and a chord length of 128.52 feet to a 1/2" rebar found; Thence leaving said Right-of-Way North 55 degrees 00 minutes 27 seconds West a distance of 655.41 feet to a point and the TRUE POINT OF BEGINNING; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 44.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 87.33 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 44.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 87.33 feet to a point and the TRUE POINT OF BEGINNING; said tract being Building "A" and containing 0.297 Acres more or less.

Being Further shown as that Certain tract shown as BUILDING A TRACT 0.297 +/- ACRES AS SHOWN ON FINAL PLAT OF POWERS COURT PROFESSIONAL CENTER WHICH PLAT IS ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

FURTHER LESS AND EXCEPT

Less and except from Subject Property the lands described as Lot 15 as depicted on Plat Book 42, page 8-10 as described in Warranty Deed dated December 21, 2005, filed December 27, 2005, and recorded at Deed Book 2928, page 392, Fayette County, Georgia records.



**EXHIBIT B**

Permitted Exceptions

1. Pro-rata real property taxes for the year 2022 and subsequent years, a lien not yet due and payable.

Type: FCD  
Recorded: 9/6/2022 11:44:00 AM  
Fee Amt: \$25.00 Page 1 of 5  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court

Participant ID: 8530535583

**BK 5536 PG 590 - 594**

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[Space above line reserved for Recorder's use]

After Recording, Return to:

Attn: Lawrence Lee Washburn IV  
Wilson, Elser, Moskowitz, Edelman & Dicker, LLP  
3348 Peachtree Road NE, Suite 1400  
Atlanta, GA 30326

**DEED UNDER POWER OF SALE**

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENTURE, 6<sup>th</sup> day of September 2022,  
between Anthony T. Clavo, Sr. (hereinafter referred to as "Maker"), through Maker's duly  
appointed agent and Attorney-in-Fact, 74 SOUTH, LLC, a Georgia limited liability company  
(herinafter referred to as "Party of the First Part") and 74 SOUTH, LLC, having an address of c/o  
Island Investors, LLC, Attn: Randall A. Wright, 350 Allison Drive, Atlanta, Georgia 30342 ("Party  
of the Second Part"). This conveyance is made pursuant to the rights of redemption in accordance  
with to O.C.G.A. § 48-4-44.

**W I T N E S S E T H**

**WHEREAS**, said Maker executed and delivered to Wachovia Bank, N.A., a certain Deed  
to Secure Debt and Assignment of Rent dated January 30, 2008 (hereinafter referred to as the  
"Deed to Secure Debt"), recorded in Deed Book 3369, Page 1 of the Deed Records of the Superior  
Court of Fayette County, Georgia conveying the property described in Exhibit "A" to secure  
payment of a promissory note, and;

**WHEREAS**, said maker executed and delivered to Wachovia Bank, N.A.'s successor by  
merger Wells Fargo Bank, National Association, a certain Modification of Deed to Secure Debt  
and Assignment of Rents and Lease dated March 26, 2013(hereinafter referred to as the  
"Modification") (the Deed to Secure Debt and the Modification are referred to herein collectively  
as the "Security Deed"), recorded in Deed Book 4065, Page 365 of the Deed Records of the  
Superior Court of Fayette County, Georgia, modifying the terms of the Deed to Secure Debt  
conveying the property described in Exhibit "A" to secure payment of a promissory note of even  
date therewith, and;

**WHEREAS**, said Security Deed was last subsequently transferred and assigned to Party of the First Part pursuant to that certain Assignment of Deed to Secure Debt recorded in Deed Book 5523, Page 486 of the Deed Records of the Superior Court of Fayette County, Georgia, and

**WHEREAS**, the indebtedness secured by said Security Deed became in default, and

**WHEREAS**, by reason of said default, Party of the First Part, pursuant to the terms of said Security Deed and note declared the entire secured indebtedness due and payable, and

**WHEREAS**, the entire secured indebtedness being in default, Party of the First Part on behalf of said Maker as Maker's Attorney-in-Fact, and according to the terms of said Security Deed and the laws of the State of Georgia, did legally and properly advertise said property for sale once a week for four (4) consecutive weeks immediately preceding the said foreclosure sale in the official newspaper in which the Sheriff of said county publishes legal advertisement, and

**WHEREAS**, notice of said sale was given in compliance with Georgia Laws 1981, Volume I, Page 834, codified as Official Code of Georgia Annotated Section 44-14-162.2, and Section 44-14-162.4. The notice required was rendered by mailing a copy of the Notice of Sale Under Power that was submitted to the publisher of the legal organ of the aforementioned county, to the Maker and any other "Debtor" (as defined by O.C.G.A. § 44-14-162.1) at least thirty (30) days prior to the foreclosure sale date, and

**WHEREAS**, said Party of the First Part as Attorney-in-Fact pursuant to the powers contained in said Security Deed and the laws of the State of Georgia did expose said land for sale to the highest and best bidder for cash on the first Tuesday in September, 2022, within the legal hours of sale at the usual place of conducting Sheriff's sales in said county, and offered said property for sale at public outcry to the highest bidder for cash, when and where the said Party of the Second Part bid the sum of \$467,657.00 which was the highest and best bid, and

**WHEREAS**, said property was sold to the Party of the Second Part for the above-stated price,

Now, Therefore, in consideration of said above-stated price and by virtue of and in the exercise of the power of sale contained in the aforesaid Security Deed, the Party of the First Part as Attorney-in-Fact for said Maker has bargained, sold and conveyed and by these presents does hereby bargain, sell and convey unto the Party of the Second Part and said Party's heirs, successors, representatives and assigns the property set forth in the attached Exhibit "A", which exhibit is made a part hereof by reference, together with all the rights, members and appurtenances thereto.

To Have and To Hold the said premises and every part hereof unto the said Party of the Second Part and said Party's heirs, executors, successors and assigns in as full and ample a manner as the said Maker and said Maker's heirs, successors, and assigns did enjoy and hold the same.

This conveyance is made subject to the following insofar as they affect title to said property, to-wit: All restrictive covenants, easements, and rights of way; all matters of zoning; matters which would be disclosed by an accurate survey and inspection of the property; all outstanding and/or unpaid taxes, including ad valorem taxes, which constitute liens upon said property; all outstanding or unpaid bills, charges, expenses and assessments for street



improvements, curbing, garbage, water, sewage, and public utilities; and any other matters of record superior to said Security Deed.

*[Signature(s) commence on following page]*

IN WITNESS WHEREOF, Party of the First Part has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Tina Hall*  
Unofficial Witness

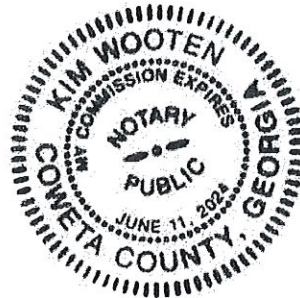
74 SOUTH, LLC  
a Georgia limited liability company

By: *[Signature]*  
Name: *Randal Wooten*  
Title: Manager

*Kim Wooten*  
Notary Public

(NOTARY SEAL)

My Commission Expires: 06/11/2024



## EXHIBIT A

### **Legal Description**

All that tract or parcel of land lying and being in Land Lot 116 of the 7th District Fayette County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the Northwestern Right-of-Way of Powers Way (60' Right-of-Way) and the Northeasterly Right-of-Way of Senoia Road (60' Right-of-Way), Thence along the Northeasterly Right-of-Way of Senoia Road following a curve to the left having a radius of 380.00 feet, an arc length of 129.14 feet, a chord which bears North 40 degrees 15 minutes 51 seconds West, and a chord length of 128.52 feet to a 1/2" rebar found; Thence leaving said Right-of-Way North 55 degrees 00 minutes 27 seconds West a distance of 655.41 feet to a point and the TRUE POINT OF BEGINNING; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 44.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 87.33 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 44.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 87.33 feet to a point and the TRUE POINT OF BEGINNING; said tract being Building "A" and containing 0.297 Acres more or less.

Being Further shown as that Certain tract shown as BUILDING A TRACT 0.297 +/- ACRES AS SHOWN ON FINAL PLAT OF POWERS COURT PROFESSIONAL CENTER TO WHICH PLAT REFERENCE IS MADE AS SHOWN IN DEED BOOK 3368, PAGE 747, AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

## **EXHIBIT "B"**

### **STORMWATER FACILITY INSPECTION AND MAINTENANCE SCHEDULE Town of Tyrone, Georgia**

| <b>STORMWATER FACILITY</b>                                   | <b>INSPECTION<br/>FREQUENCY</b> |
|--|---------------------------------|
| <b>Wet Pond</b>  | <b>Once per Year</b>            |
| <b>Dry Pond</b>  | <b>Once per Year</b>            |
| <b>Constructed Wetlands</b>                                  | <b>Once per Year</b>            |
| <b>Filtration Facility</b>                                   | <b>Once per Year</b>            |
| <b>Enhanced Swales, Grass Channels and<br/>Filter Strips</b> | <b>Once per Year</b>            |

**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.



## CDS® Inspection and Maintenance Guide

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## Maintenance

The CDS system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit. For example, unstable soils or heavy winter sanding will cause the grit chamber to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

## Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (e.g. spring and fall) however more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment washdown areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

The visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet and separation screen. The inspection should also quantify the accumulation of hydrocarbons, trash, and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided.

Access to the CDS unit is typically achieved through two manhole access covers. One opening allows for inspection and cleanout of the separation chamber (cylinder and screen) and isolated sump. The other allows for inspection and cleanout of sediment captured and retained outside the screen. For deep units, a single manhole access point would allow both sump cleanout and access outside the screen.

The CDS system should be cleaned when the level of sediment has reached 75% of capacity in the isolated sump or when an appreciable level of hydrocarbons and trash has accumulated. If absorbent material is used, it should be replaced when significant discoloration has occurred. Performance will not be impacted until 100% of the sump capacity is exceeded however it is recommended that the system be cleaned prior to that for easier removal of sediment. The level of sediment is easily determined by measuring from finished grade down to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Particles at the top of the pile typically offer less resistance to the end of the rod than consolidated particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the as-built drawing for the unit to determine whether the height of the sediment pile off the bottom of the sump floor exceeds 75% of the total height of isolated sump.

## Cleaning

Cleaning of a CDS system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole covers and insert the vacuum hose into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The area outside the screen should also be cleaned out if pollutant build-up exists in this area.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. The screen should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure that proper safety precautions have been followed. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the CDS system should be done in accordance with local regulations. In many jurisdictions, disposal of the sediments may be handled in the same manner as the disposal of sediments removed from catch basins or deep sump manholes.





| CDS Model | Diameter |     | Distance from Water Surface<br>to Top of Sediment Pile |     | Sediment Storage Capacity |                |
|-----------|----------|-----|--|-----|---------------------------|----------------|
|           | ft       | m   | ft   | m   | y <sup>3</sup>            | m <sup>3</sup> |
| CDS1515   | 3        | 0.9 | 3.0  | 0.9 | 0.5                       | 0.4            |
| CDS2015   | 4        | 1.2 | 3.0  | 0.9 | 0.9                       | 0.7            |
| CDS2015   | 5        | 1.3 | 3.0  | 0.9 | 1.3                       | 1.0            |
| CDS2020   | 5        | 1.3 | 3.5  | 1.1 | 1.3                       | 1.0            |
| CDS2025   | 5        | 1.3 | 4.0  | 1.2 | 1.3                       | 1.0            |
| CDS3020   | 6        | 1.8 | 4.0  | 1.2 | 2.1                       | 1.6            |
| CDS3025   | 6        | 1.8 | 4.0  | 1.2 | 2.1                       | 1.6            |
| CDS3030   | 6        | 1.8 | 4.6  | 1.4 | 2.1                       | 1.6            |
| CDS3035   | 6        | 1.8 | 5.0  | 1.5 | 2.1                       | 1.6            |
| CDS4030   | 8        | 2.4 | 4.6  | 1.4 | 5.6                       | 4.3            |
| CDS4040   | 8        | 2.4 | 5.7  | 1.7 | 5.6                       | 4.3            |
| CDS4045   | 8        | 2.4 | 6.2  | 1.9 | 5.6                       | 4.3            |
| CDS5640   | 10       | 3.0 | 6.3  | 1.9 | 8.7                       | 6.7            |
| CDS5653   | 10       | 3.0 | 7.7  | 2.3 | 8.7                       | 6.7            |
| CDS5668   | 10       | 3.0 | 9.3  | 2.8 | 8.7                       | 6.7            |
| CDS5678   | 10       | 3.0 | 10.3   | 3.1 | 8.7                       | 6.7            |

Table 1: CDS Maintenance Indicators and Sediment Storage Capacities



#### Support

- Drawings and specifications are available at [www.contechstormwater.com](http://www.contechstormwater.com).
- Site-specific design support is available from our engineers.

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The product(s) described may be protected by one or more of the following US patents: 5,322,629; 5,624,576; 5,707,527; 5,759,415; 5,788,848; 5,985,157; 6,027,639; 6,350,374; 6,406,218; 6,641,720; 6,511,595; 6,649,048; 6,991,114; 6,998,038; 7,186,058; 7,296,692; 7,297,266; 7,517,450 related foreign patents or other patents pending.

**EXHIBIT "C"**

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

THIS EASEMENT granted this 18 day of July, 2024,  
between the Property Owner South 74 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: 74 South business park LLC mm 7.2.24, A Georgia Corporation  
Printed or Typed Name

By: [Signature]  
Signature

Blake Barnett  
Typed or Printed Name

Title: Partner

Attest: [Signature]  
Signature of Witness

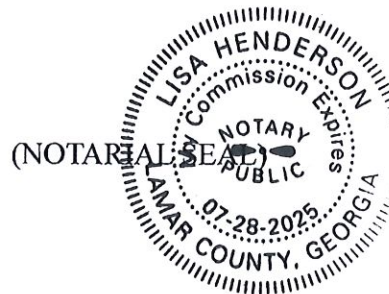
MICHAEL MADISON  
Typed or Printed Name

Title: PROJECT MANAGER

(SEAL)

Notary Public: Lisa Henderson

My Commission Expires: July 28, 2025



**TOWN OF TYRONE, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

(TOWN SEAL)

Notary Public: \_\_\_\_\_

(NOTARIAL SEAL)

My Commission Expires: \_\_\_\_\_

Attachments:

Exhibit 1. Plat of Easement

[illegible]

|         |                  |                   |          |
|---------|------------------|-------------------|----------|
| 12/22   | Drawn by<br>JNW  | Check by<br>JNW   | 1" = 40' |
| 13/2101 | Design by<br>JNW | Revised by<br>JNW |          |

74 SOUTH BUSINESS PARK  
FOR  
SITE DEVELOPMENT PLANS

STORMWATER ACCESS  
AND EASEMENT PLANDRAWING NO.  
C302

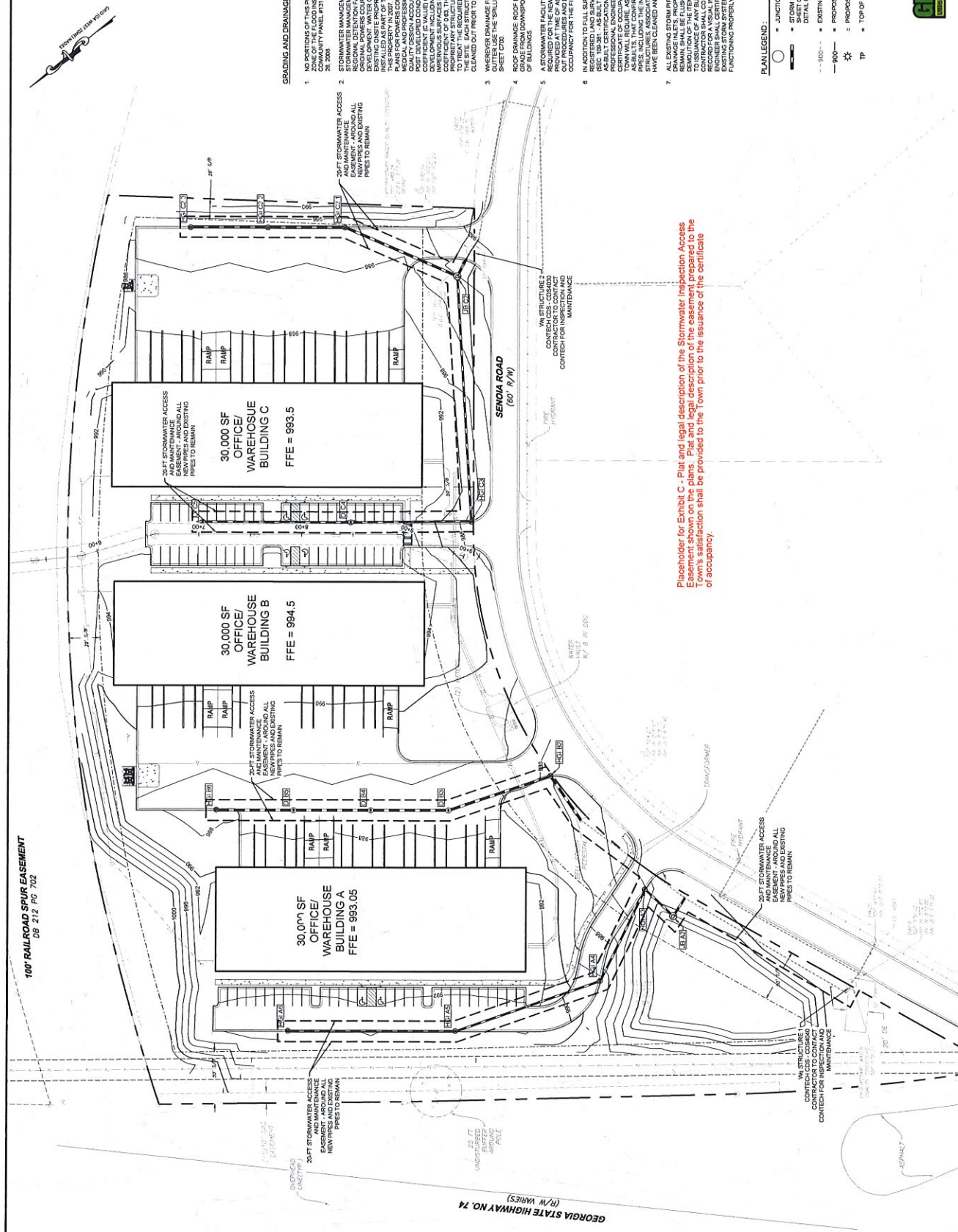
GRADING AND DRAINAGE NOTES:

- [illegible]

PLAN LEGEND:

- JUNCTION BOX (JB)
- STORM PIPE - SEE PROFILES ON SHEET C350 AND PIPE BEDDING DETAIL ON SHEET C703
- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED LIGHT POLE

Placeholder for Exhibit C - Plat and legal description of the Stormwater Inspection Access Easement shown on the plans. Plat and legal description of the easement prepared to the Town's satisfaction shall be provided to the Town prior to the issuance of the certificate of occupancy.



**Exhibit D**

**Operation and Maintenance Inspection Report**

## CDS Inspection & Maintenance Log

CDS Model: \_\_\_\_\_ Location: \_\_\_\_\_

[illegible]

1. The water depth to sediment is determined by taking two measurements with a stadia rod: one measurement from the manhole opening to the top of the sediment pile and the other from the manhole opening to the water surface. If the difference between these measurements is less than the values listed in table 1 the system should be cleaned out. **Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.**
2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.