STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 17 day of February, 2022, by and between (insert full name of owner)

BETHEL CHURCH OF ATLANTA, 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) **0727028** and recorded by deed in the land records of Fayette County, Georgia, Deed Book 4404 page 0472-0474, and Plat Book 100, page 266, 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)

BETHEL CHRUCH ATLANTA - RETREAT CENTER BARN

(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: BETHEL CHURCH OF ATLANTA, INC., A Georgia Corporation
Printed or Typed Name

By: Lauren Brownlee
Signature

Attest:
Signature of Witness

Lauren Brownlee
Typed or Printed Name

DAN WEBER
Typed or Printed Name

Title: Senior Leader

Title: SENIOR LEADERSHIP

(CORPORATE SEAL)

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

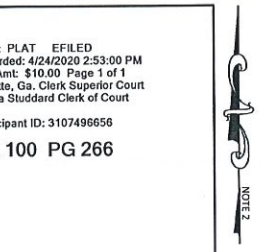
Attachments:

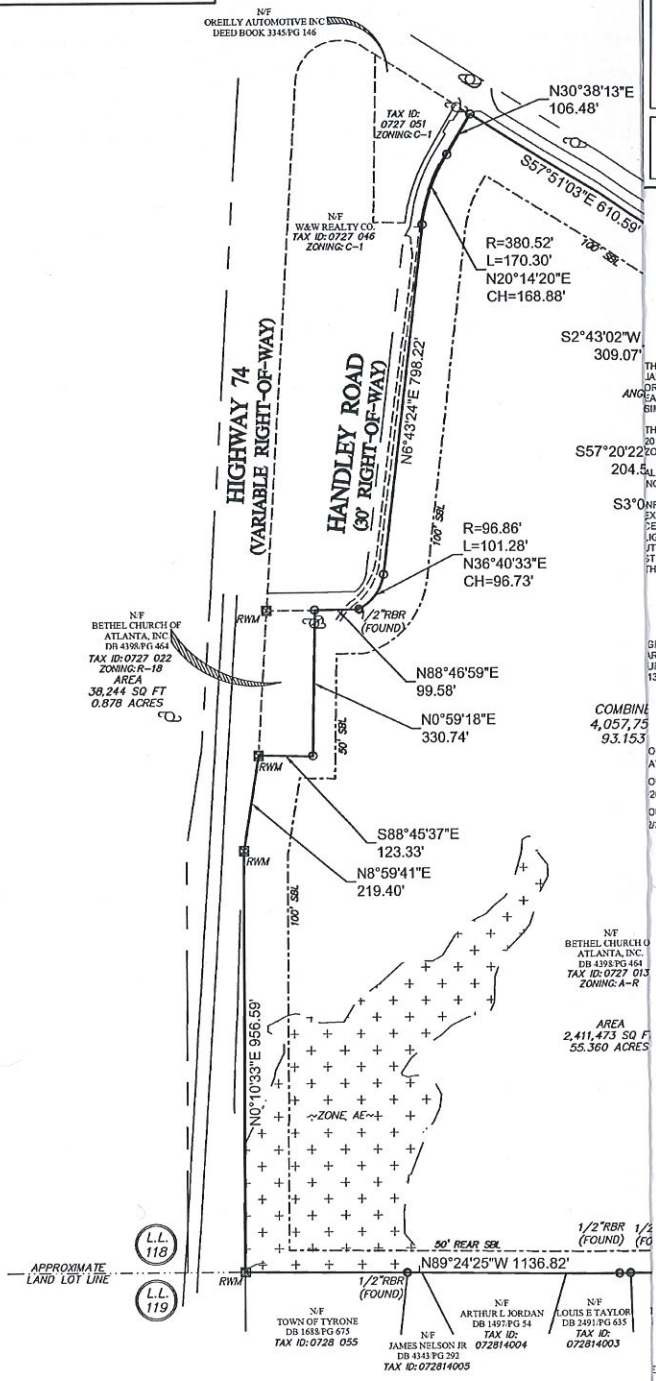
Exhibit A.	Plat and Legal Description
Exhibit B.	Maintenance and Inspection Schedule
Exhibit C.	Permanent Water Quality BMP and Access Easement Agreement
Exhibit D.	Example Operation and Maintenance Inspection Report

Type: PLAT EFILED
Recorded: 4/24/2020 2:53:00 PM
Fee Amt: $10.00 Page 1 of 1
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

Participant ID: 3107496656

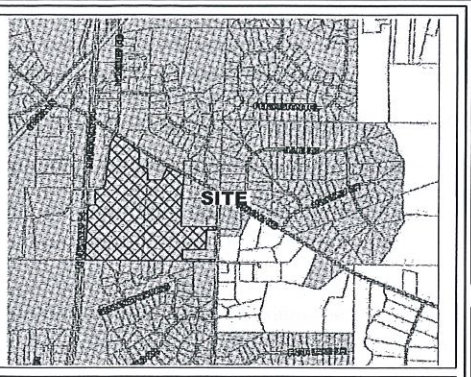
BK 100 PG 266





LEGEND

- PROPERTY LINE
- ADJOINER LINE
- RIGHT-OF-WAY LINE
- x — FENCE
- IRON PIN FOUND AS NOTED
- PROPERTY CORNER
- RBR REBAR
- IPS IRON PIN SET
- OTP OPEN TOP PIPE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N/F NOW OR FORMERLY
- RBC HALF INCH REBAR WITH CAP
- R/W RIGHT-OF-WAY
- ℄ PROPERTY LINE
- SBL SETBACK LINE



VICINITY MAP

VICINITY MAP
NOT TO SCALE

PROPERTY ADDRESS

PARCEL ID:
0727 013, 0727 018 &
0727 028

926 TYRONE RD
TYRONE, GEORGIA

NOTES

THE SURVEY SHOWN HEREON WAS PREPARED WITHOUT BENEFIT OF ANY ABSTRACT OF TITLE; JAIME F HIGGINS AND INTEGRATED SCIENCE AND ENGINEERING, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS.

THE PROJECT HORIZONTAL DATUM IS RELATIVE TO THE NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT, PROJECTED TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER), UNLESS NOTED OTHERWISE.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURE IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURE NOT SHOWN MAY BE ENCOUNTERED. THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

FLOOD NOTE

GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS DEPICTED TO LIE WITHIN A 100 AR FLOOD HAZARD ZONE AND IS DEPICTED AS ZONE X AS DEFINED BY THE F.E.M.A FLOOD URANCE RATE MAP OF FAYETTE COUNTY, GEORGIA AND INCORPORATED AREAS MAP NUMBER 13C0077E, EFFECTIVE DATE 9/26/08.

PLAT REFERENCES

OUDARY SURVEY OF 926 TYRONE ROAD, PREPARED BY INTEGRATED SCIENCE & ENGINEERING, ATED 7/31/19.

OUNDARY SURVEY OF 926 TYRONE ROAD, PREPARED BY FOUR CORNERS SURVEYING DATED 26/19.

OUNDARY SURVEY OF 362 FARR ROAD, PREPARED W.S. BODKIN SURVEYING L.L.C., DATED 2/30/16.

CERTIFICATION

EQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS ON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE RNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT LIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS ORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR ESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 7.

IELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF AT ONE FOOT IN 10,000 FEET, AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS TED USING LEAST SQUARES. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND ND TO BE ACCURATE WITHIN ONE FOOT IN 1,236,627 FEET. FIELD WORK PERFORMED: 7/29/19 OF PLAT PREPARATION:2/27/20. EQUIPMENT UTILIZED: LEICA TS12 P 3".

GEORGIA REGISTERED NO. 2802 LAND SURVEYOR JAIME F. HIGGINS

F. HIGGINS, PLS GA 2802 — DATE

RATED SCIENCE & ENGINEERING LSF000150

FINAL PLAT AP

TOWN ENGINEER

MAYOR

OWNER

TOWN CLERK

INTEGRATED Science & Engineering
1039 Sullivan Road, Suite 200, Newnan, Georgia 30263
(p)678.552.2106 (f)678.552.2107
Atlanta/Savannah

Rev.	Description	Date	Apr.
2	ADD CERT., REMOVE DEMOD HOUSE	4/17/20	DAH
1	ADDRESS CITY COMMENT	4/2/20	DAH

Date: 2/27/20
Project #: 1527.1901
Drawn by: DAH
Design by:
Check by:
Review by: JFH

200' 100' 0' 200'
SCALE: 1" = 200'

COMBINATION PLAT OF:
PARCELS 0727 013, 0727 018 & 0727 028
TYRONE, GA.

PREPARED FOR
BETHEL CHURCH OF ATLANTA, INC.

LAND LOT 118, 7TH DISTRICT, CITY OF TYRONE, FAYETTE COUNTY, GEORGIA

DRAWING NO.
1527.1901_COMBO

SHEET NO.
1 of 1

Doc ID: 009803030003 Type: WD
Recorded: 12/31/2015 at 10:20:00 AM
Fee Amt: $1,269.00 Page 1 of 3
Transfer Tax: $1,255.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 4404 PG 472-474

Return to:
Warner, Hooper & Ramsey, P.C.
900 Westpark Drive – Suite 210
Peachtree City, Georgia 30269

STATE OF GEORGIA

COUNTY OF FAYETTE

LIMITED WARRANTY DEED

This indenture made this **29th** day of **December, 2015,** between **PATRICIA L. VAILLANCOURT**, as party of the first part, hereinafter called Grantor, and **BETHEL CHURCH OF ATLANTA, INC.**, a Georgia non-profit corporation, as party of the second part, hereinafter called Grantee (the word "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 AND NO/100 ($10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 118 of the 7th District in the, Fayette County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

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, to the only 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 whomsoever, claiming by, through or under Grantor.

In witness whereof, the Grantor has signed and sealed this deed, the day and year above written.

PATRICIA L. VAILLANCOURT

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

NICHOLAS R. KAIGLER
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
COMMISSION EXPIRES FEBRUARY 17, 2017

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lot 118 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin located on the West right-of-way of Farr Road (80 foot right-of-way), 105.39 feet South of the intersection of the westerly right-of-way of Farr Road and the southerly right-of-way of Tyrone Road; run thence South 01 degrees 10 minutes 51 seconds West along the West right-of-way of Farr Road 378.94 feet to an iron pin; run thence North 89 degrees 32 minutes 55 seconds West 208.80 feet to an iron pin; run thence South 00 degrees 21 minutes 59 seconds West 208.80 feet to an iron pin; run thence North 89 degrees 54 minutes 00 seconds West 532.17 feet to an iron pin; run thence North 00 degrees 22 minutes 10 seconds East 586.40 feet to an iron pin; run thence South 89 degrees 54 minutes 00 seconds East 746.33 feet to an iron pin and the point of beginning.

Said parcel being the same property as depicted on that certain survey prepared for Gary E. Vaillancourt and Patricia L. Vaillancourt, dated August 22, 1997, by Jefferson Consultants, Job No. 970813, which survey is recorded in Plat Book 29, Page 165, in the office of the Clerk of Superior Court of Fayette County, Georgia.

TOGETHER WITH:

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 118 of the 7th District of Fayette County, Georgia consisting of 34.279 acres according to a plat of survey prepared for Gary E. Vaillancourt and Patricia L. Vaillancourt by Larry C. Shimshick registered land surveyor, Jefferson Consultants dated July 28, 1995, recorded in Plat Book 26, Page 166, in the office of the clerk of Superior Court of Fayette County, Georgia, which plat is by this reference incorporated herein and made a part hereof for a more particular description of the metes, bounds, courses, and distances of said property, and in accordance with said plat, said property is more particularly described as follows: BEGINNING at an iron pin located at the intersection of the South Land Lot line of Land Lot 118 and the Westerly right-of-way line of Farr Road (80 foot right-of-way), thence running South 87 degrees 42 minutes 54 seconds West a distance of 744.99 feet to an iron pin found; thence running South 89 degrees 17 minutes 00 seconds West 746.66 feet to an iron pin found; thence running North 00 degrees 12 minutes 00 seconds East 1693.34 feet to an iron pin found; thence running South 89 degrees 40 minutes 07 seconds East a distance of 353.99 feet to an iron pin found; thence running South 17 degrees 30 minutes 49 seconds West a distance of 209.42 feet to an iron pin found; thence running North 89 degrees 31 minutes 33 seconds East a distance of 460.50 feet to an iron pin found; thence running South 00 degrees, 24 minutes, 51 seconds West a distance of 743.27 feet to an iron pin set; thence running South 89 degrees 47 minutes 29 seconds East a distance of 532.69 feet to an iron pin found; thence running South 89 degrees 47 minutes 29 seconds East a distance of 208.10 feet to an iron pin found on the West right-of-way line of Farr

Road; thence running South 00 degrees 07 minutes 58 seconds East along the West right-of-way line of Farr Road a distance of 59.72 feet to an iron pin found; thence running North 89 degrees 49 minutes 29 seconds West a distance of 207.44 feet to an iron pin found; thence running South 00 degrees 14 minutes 12 seconds West a distance of 419.63 feet to an iron pin found; thence running North 89 degrees 47 minutes 52 seconds West a distance of 535.07 feet to an iron pin found; thence running South 00 degrees 34 minutes 10 seconds West a distance of 203.15 feet to an iron pin found; thence running North 87 degrees 44 minutes 08 seconds East a distance of 745.09 feet to an iron pin found on the West right-of-way line of Farr Road; thence running South 00 degrees 08 minutes 40 seconds West along the West right-of-way line of Farr Road a distance of 59.86 feet to THE POINT OF BEGINNING.

TOGETHER WITH all of Grantor's right, title, and interest to that certain sixty-foot wide ingress and egress easement which is more particularly described as follows:

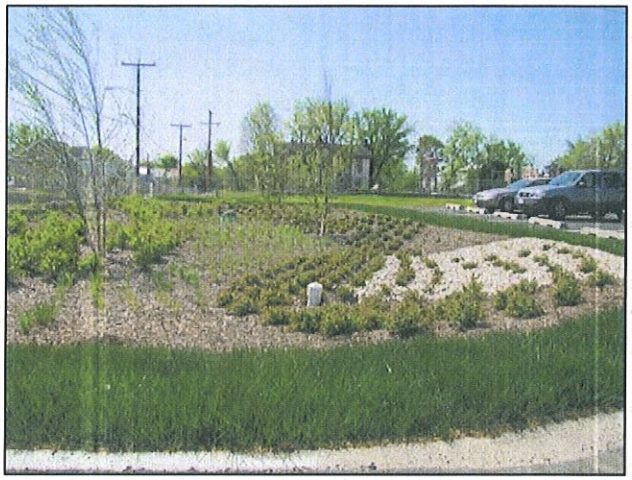
All that tract of parcel of land lying and being in Land Lot 118 of the 7th District of Fayette County, Georgia and being described as follows:

To find the TRUE POINT OF BEGINNING, being at an iron pin located at the intersection of the South Land Lot line of Land Lot 118 and the Westerly right-of-way line of Farr Road (80 foot right-of-way), thence running South 87 degrees 42 minutes 54 seconds West a distance of 744.99 feet to an iron pin found; thence running South 89 degrees 17 minutes 00 seconds West 746.66 feet to an iron pin found; thence running North 00 degrees 12 minutes 00 seconds East 1693.34 feet to an iron pin found; thence running South 89 degrees 40 minutes 07 seconds East a distance of 353.99 feet to an iron pin found, this being known as THE TRUE POINT OF BEGINNING. And from said TRUE POINT OF BEGINNING, thence running North 17 degrees 30 minutes 49 seconds West a distance of 286.45 feet to a point located on the Southwesterly right-of-way line of Tyrone Road (80 foot right-of-way), thence running North 64 degrees 05 minutes 32 seconds West along the Southwesterly right-of-way of Tyrone Road a distance of 60.65 feet to a point; thence running South 17 degrees 30 minutes 49 seconds West a distance of 313.86 feet to a point; thence running South 89 degrees 40 minutes 07 seconds East a distance of 62.80 feet to THE TRUE POINT OF BEGINNING; said easement for ingress and egress being the same as the easement contained in a Warranty Deed from James W. Dempsey and Opal L. Dempsey to C.A. Rafter Co., Inc. dated September 30, 1981, recorded October 10,1981 in Deed Book 246 at page 358, Fayette County, Georgia records.

EXHIBIT B
PAGE 1 of 4

OPERATION AND MAINTENANCE INSPECTION REPORT FOR STORMWATER MANAGEMENT SYSTEM

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
• 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

Activity	Schedule
• 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
• Trim planting material. • Inspect for snow accumulation.	As needed or during winter months
• Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels.	Annually
• 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

EXHIBIT "C"

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

THIS EASEMENT granted this 17 day of February, 2022, between the Property Owner BETHEL CHURCH OF ATLANTA, 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 "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
CORPORATION

Name of Corporation: BETHEL CHURCH OF ATLANTA, INC., A Georgia Corporation
Printed or Typed Name

By: Lauren Brownlee
Signature

Lauren Brownlee
Typed or Printed Name

Title: Senior Leader

Attest: _____
Signature of Witness

DAN WEBER
Typed or Printed Name

Title: SENIOR LEADERSHIP

(CORPORATE SEAL)

TOWN OF TYRONE, GEORGIA

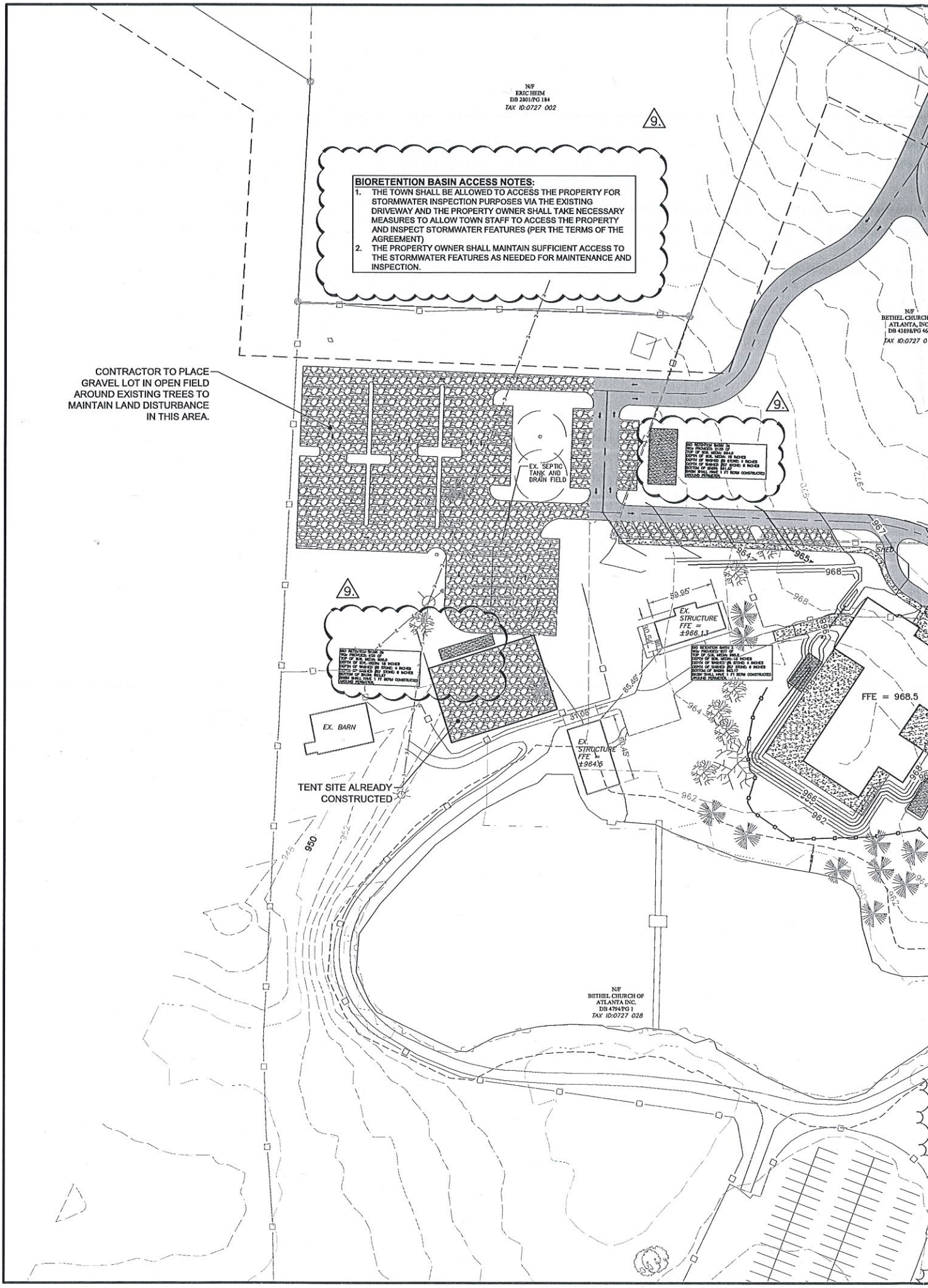
By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Attachments:

EXHIBIT C.1 - OVERALL GRADING PLAN, SHEET C300
EXHIBIT C.2 - AS-BUILT POND CERTIFICATION LETTER, 1/26/2022


N/F
ERIC HEIM
DB 2861/PG 184
TAX ID:0727 002
9.
BIORETENTION BASIN ACCESS NOTES:
1. THE TOWN SHALL BE ALLOWED TO ACCESS THE PROPERTY FOR STORMWATER INSPECTION PURPOSES VIA THE EXISTING DRIVEWAY AND THE PROPERTY OWNER SHALL TAKE NECESSARY MEASURES TO ALLOW TOWN STAFF TO ACCESS THE PROPERTY AND INSPECT STORMWATER FEATURES (PER THE TERMS OF THE AGREEMENT)
2. THE PROPERTY OWNER SHALL MAINTAIN SUFFICIENT ACCESS TO THE STORMWATER FEATURES AS NEEDED FOR MAINTENANCE AND INSPECTION.
CONTRACTOR TO PLACE GRAVEL LOT IN OPEN FIELD AROUND EXISTING TREES TO MAINTAIN LAND DISTURBANCE IN THIS AREA.
EX. SEPTIC TANK AND DRAIN FIELD
EX. BARN
EX. STRUCTURE FFE = ±966.13
EX. STRUCTURE FFE = ±964.6
TENT SITE ALREADY CONSTRUCTED
FFE = 968.5
N/F
BETHEL CHURCH OF ATLANTA INC.
DB 4794/PG 1
TAX ID:0727 028
950
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INTEGRATED Science & Engineering

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BETHEL CHURCH OF ATLANTA
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January 26, 2022

Ms. Devon Boullion, Environmental Specialist
Town of Tyrone
950 Senoia Rd
Tyrone, Georgia 30290

RE: As-Built Pond Certification Letter
Bethel Church
362 Farr Road
Tyrone, Georgia

Ms. Boullion:

The purpose of this letter is to present the As-Built Pond Certification information for the above-referenced project in accordance with the Town of Tyrone requirements. Approved Construction Plans for the site are dated October 18, 2019 and the approved Hydrology and Hydraulic Design report for the facility is dated November 5, 2019. ISE has visually inspected the stormwater management facilities that were installed at the site as part of this development.

Water Quality Treatment

Generally, the portion of the property developed as part of this development, drains North to Southwest to an existing wet pond in the center of the property before ultimately draining to an unnamed tributary of Flat Creek. In order to satisfy the Water Quality requirements for this site, three Bio Retention Basins were designed to provide the necessary Runoff Reduction Volume (RRv). Due to topography and a conflict in the field, Bio Retention Basin 3 was split into 2 separate Bio Retention Basins and relocated to better capture the impervious surfaces from this project. This split and relocation came at the direction of ISE and the new Bio Retention Basins 3A and 3B together contain the same or greater amount of volume than the original Basin 3. The Bio Retention Basins are composed of a combination of layers of soil media, #8 stone, and #57 stone and is topped with a layer of mulch and planted with a wetland seed mix.

ATLANTA / SAVANNAH
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Operations and Maintenance Plan

Long-term operation and maintenance shall be performed by the Owner in accordance with the manufacturer's written specification for each component of the overall stormwater management system, as detailed in the Operations & Maintenance Manual as well as in accordance with the Georgia Stormwater Management Manual.

Detailed Operation and Maintenance recommendations for Bio Retention Ponds should be referenced directly in the Georgia Stormwater Management Manual, latest edition. Specific information regarding the operation and maintenance for these structural controls is provided in the following below. Please see Appendix E of the Georgia Stormwater Management Manual for the Operation &Maintenance Inspection Report for Stormwater Management Ponds.

Typical Maintenance Activities for Bio Retention Ponds

Activity	Schedule
• 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.	As needed or 4 times during growing season
• Mow around the bioretention area as necessary ensuring grass clippings are not placed in the practice. • Observe infiltration rates after rain events. Bio retention areas should have no standing water within 48 hours of a storm event (though 24 hours is more desirable). • Inspect for evidence of animal activity.	
• 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 atleast 3 to 4 inchess should be inspected and obtained. Additional mulch should be added as necessary.	Semi-annually in spring and fall
• Trim planting material. • Inspect for snow accumulation.	As needed or during winter months

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• Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels.	Annually
• 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 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

Certification Statements

ISE observed the installation of these Bio Retention Basins and determined that they are installed within the design parameters set forth in the approved Construction Plans. The facilities are built in accordance with design documents and are clean and free of sediment and debris and are sized to accommodate the required Runoff Reduction Volume for this development. I certify that each Bio Retention Basin has been built as designed and will function properly.

Closure

ISE is pleased to present this data on behalf of Bethel Church and Carlisle Please feel free to contact the undersigned with any questions or comments, or if you require any additional information.

Sincerely,
INTEGRATED SCIENCE & ENGINEERING, INC.

Jason L. Walls, P.E.
Principal Engineer

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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.					

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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.