

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

THIS AGREEMENT, made and entered into this _____ day of _____,
20____, by and between (insert full name of owner)

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) _____
and recorded by deed in the land records of Fayette County, Georgia, Deed Book _____ page
_____, and Plat Book _____, page _____, 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)

(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: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____

Title: _____

(CORPORATE SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

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

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

**PROPERTY OWNER
PARTNERSHIP**

Name of Partnership: _____
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____

Title: _____

(SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

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By: _____
Mayor

Attest: _____
Town Clerk

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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: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____

Title: _____

(SEAL)

Notary Public: _____

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

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

[Attach additional signature pages if necessary]

Notary Public: _____

(NOTARIAL SEAL)

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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.

EXHIBIT "C"

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

THIS EASEMENT granted this _____ day of _____, 20____,
between the Property Owner _____ 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]

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CORPORATION**

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Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

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(CORPORATE SEAL)

Notary Public: _____

(NOTARIAL SEAL)

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By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

Attachments:

Exhibit 1. Plat of Easement

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

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PARTNERSHIP**

Name of Partnership: _____
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____

Title: _____

(SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

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Mayor

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Town Clerk

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(SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

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Mayor

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Town Clerk

(TOWN SEAL)

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INDIVIDUAL OR PROPERTY OWNED JOINTLY
BY SEVERAL INDIVIDUALS**

By: _____
Signature

Typed or Printed Name

Attest: _____
Signature of Witness

Typed or Printed Name

By: _____
Signature

Typed or Printed Name

Attest: _____
Signature of Witness

Typed or Printed Name

[Attach additional signature pages if necessary]

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

Attachments:

Exhibit 1. Plat of Easement

EXHIBIT D

OPERATION AND MAINTENANCE INSPECTION REPORT
FOR STORMWATER MANAGEMENT PONDS
TOWN OF TYRONE, GEORGIA

Inspection Date _____ Inspector Name _____

Project Location _____

Description of Pond (normal pool or dry) _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
I. Upstream					
II. Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only					
1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary					
b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls Into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

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

SUMMARY

1. Inspector's Remarks: _____

2. Overall Condition of Facility (Check One) Acceptable _____
 Unacceptable _____

3. *I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.*

Signed: _____ Date: _____
 Inspector