

546121
2012 MIFP
5700 WEST PLANO PKWY
STE 3000
PLANO, TX 75093

DEED BOOK:14343 PG:2168
Filed: 03/25/2019 02:33 PM CFN: 28-2019-008534
Rec: \$20.00

Patty Baker, Clerk of Superior Court Cherokee Cty, GA

UPON RECORDING, PLEASE RETURN TO:

WEISSMAN PC
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attn.: Jane C. Kotake, Esq.

CROSS REFERENCE:

Book 13959, Page 342,
Cherokee County, Georgia

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CLEARWATER AT LAKE ARROWHEAD
(REGARDING POD G AND POD I)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLEARWATER AT LAKE ARROWHEAD (hereinafter referred to as the "Supplemental Declaration") is made this 22nd day of March, 2019, by 2012 MIFP, LLC, a Texas limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Clearwater at Lake Arrowhead dated July 20, 2016, in Deed Book 13959, Page 342, Cherokee County, Georgia Records (hereinafter referred to as the "Declaration");

WHEREAS, the Declaration encumbered certain real property more specifically described on Exhibit "A" of said Declaration (hereinafter referred to as the "Community"), including property identified as "Pod G" and "Pod I";

WHEREAS, Declarant entered into that certain Inspection, Maintenance and Access Easement Agreement with Cherokee County, Georgia, dated January 24, 2019, and recorded in Deed Book 14335, Page 151 et. seq., aforesaid records, (hereinafter referred to as the "Pod I Water Quality Best Management Practice Agreement"), regarding the construction and future maintenance and inspection of certain detention facilities and/or water quality devices located on and serving Pod I (hereinafter referred to as the "Pod I Water Quality Best Management Practice Facility");

WHEREAS, the Pod I Water Quality Best Management Practice Facility is located on both Lots and future Common Areas of Pod I of the Community, and exclusively serves the Lots within Pod I of the Community;

WHEREAS, Declarant also entered into that certain Inspection, Maintenance and Access Easement Agreement with Cherokee County, Georgia, dated January 24, 2019, and recorded in Deed Book 14335, Page 170 *et. seq.*, aforesaid records, (hereinafter referred to as the "Pod G Water Quality Best Management Practice Agreement"), regarding the construction and future maintenance and inspection of certain detention facilities and/or water quality devices located on and serving Pod G (hereinafter referred to as the "Pod G Water Quality Best Management Practice Facility");

WHEREAS, the Pod G Water Quality Best Management Practice Facility is located on both Lots and future Common Areas of Pod G of the Community, and exclusively serves the Lots within Pod G of the Community;

WHEREAS, the Pod G Water Quality Best Management Practice Agreement and the Pod G Water Quality Best Management Practice Agreement are collectively referred to in this Supplemental Declaration as the "BMP Agreements";

WHEREAS, Section 10 of the BMP Agreements provides that the BMP Agreements shall constitute covenants running with the land in perpetuity, and shall be binding on the "Property Owner";

WHEREAS, Section 9.2 of the Declaration provides that any Supplemental Declaration that Declarant records may impose additional covenants and easements on the property described in such Supplemental Declaration, including covenants obligating the Clearwater at Lake Arrowhead Homeowners Association, Inc., (hereinafter referred to as the "Association") to maintain and insure such property and authorizing the Association to recover its costs through Benefitted Assessments, and that such provisions may be set forth in a separate Supplemental Declaration applicable to property previously submitted to this Clearwater Declaration;

WHEREAS, Declarant hereby subjects Pod G and Pod I, as more specifically described on Exhibit "A" of the Declaration, to the terms of this Supplemental Declaration, and the Association joins in this Supplemental Declaration for the purpose of evidencing its agreement and consent to the terms of this Supplemental Declaration;

WHEREAS, capitalized terms used herein that are not otherwise defined shall have the meaning set forth in the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant, hereby subjects Pod G and Pod I to this Supplemental Declaration, and upon the recording of this Supplemental Declaration, Pod G and Pod I shall be held, transferred, sold, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the terms, provisions, easements, covenants and restrictions contained in this Supplemental Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

1.

The Association agrees to perform all obligations required of the "Property Owner" under the BMP Agreements regardless of whether the Pod G Water Quality Best Management Practice Facility and Pod I Water Quality Best Management Practice Facility are located on a Lot or the Common Areas.

2.

The Association shall levy all costs and expenses associated with the Pod G Water Quality Best Management Practice Agreement and the Pod G Water Quality Best Management Practice Facility against the Lots located within Pod G in accordance with Section 8.4 of the Declaration as a Benefitted Assessment.

3.

The Association shall levy all costs and expenses associated with the Pod I Water Quality Best Management Practice Agreement and the Pod I Water Quality Best Management Practice Facility against the Lots located within Pod I in accordance with Section 8.4 of the Declaration as a Benefitted Assessment.

4.

Except as amended and modified herein, the Declaration shall remain in full force and effect.


[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration the date and year first written above.

DECLARANT:

2012 MIFP, LLC

a Texas limited liability company

By:  (SEAL)

Name: Tim Moore

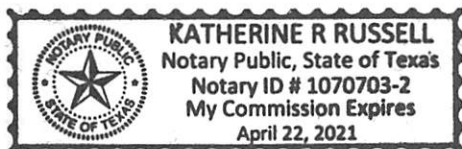
Title: President

Signed, sealed and delivered on
this 22nd day of March, 2019
in the presence of:


Unofficial Witness


Notary Public
My Commission expires:


[NOTARY SEAL]



**JOINDER AND CONSENT OF CLEARWATER AT
LAKE ARROWHEAD HOMEOWNERS ASSOCIATION, INC.**

IN WITNESS WHEREOF, the undersigned, in their capacity as authorized representatives of Clearwater at Lake Arrowhead Homeowners Association, Inc. hereby consents to the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Clearwater at Lake Arrowhead on this 22nd day of March, 2019.

**CLEARWATER AT LAKE ARROWHEAD HOMEOWNERS
ASSOCIATION, INC. a Georgia nonprofit corporation**


By: 
Print Name: Tim Moore
Its: President

By: 
Print Name: Linda Ruth Parker
Its: Secretary

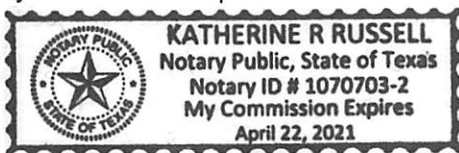
[CORPORATE SEAL]



Signed, sealed and delivered on
this 22nd day of March, 2019
in the presence of:


Unofficial Witness


Notary Public
My Commission expires:



DEED BOOK:14335 PG:170
Filed: 02/15/2019 08:33 AM CFN: 28-2019-004251
Rec: \$54.00

Patty Baker, Clerk of Superior Court Cherokee Cty, GA

-----SPACE ABOVE FOR RECORDER'S USE-----

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

Inspection, Maintenance and Access Easement Agreement
(Please type or print legibly)

WHEREAS, the owner of the property (the "Property Owner"), which is currently 2012 MIFP, LLC, recognizes that the detention facility or facilities and/or the water quality device or devices (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, LAKE ARROWHEAD POD G, located in Land Lot(s) 232, District(s) 22, of Cherokee County, Georgia; and,

WHEREAS, the Property Owner is the owner of real property more particularly described on the attached Exhibit "A," incorporated herein by reference (hereinafter referred to as "the Property"); and,

WHEREAS, Cherokee County (hereinafter referred to as "the County") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the County require that the facilities be constructed and maintained on the property; and,

WHEREAS, the County's Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns and further require that the Property Owner enter into an Inspection and Maintenance Agreement containing the terms set forth in the Development Regulations.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this agreement and in consideration of the agreements and covenants contained in this document and the following terms and conditions, the parties hereto agree as follows:

SECTION 1.

The facility or facilities shall be constructed by the Property Owner in accordance with the approved plans and specifications for the development.

SECTION 2.

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition in a manner compliant with County requirements, and in accordance with the schedule of long term maintenance activities agreed hereto and attached hereto and incorporated herein by reference as Exhibit "B."

SECTION 3.

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants an access easement, as shown on Exhibit "C," attached hereto and incorporated herein by reference, to the County, its authorized agents and employees, to enter upon the property at reasonable times and in a reasonable manner for the purpose of inspection of the facility or facilities. Whenever possible, the County shall provide notice prior to entry. The Property Owner shall grant such right of access to Cherokee County to allow the County to inspect, observe, maintain, and repair the facility as deemed necessary by the County. The purpose of this easement is to allow the County, its authorized agents and employees, access for maintenance activities regarding the Water Quality Best Management Practice (BMP) facility in accordance with the terms of this Agreement or as otherwise authorized by law, 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 Cherokee County Engineering Department.

SECTION 4.

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications and in accordance with the maintenance schedule incorporated in this Agreement, the County, after thirty (30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) containing the information required by any and all applicable County Ordinances and Regulations and a reasonable opportunity for the Property Owner to correct the identified noncompliances, may correct a violation of the approved plans and specifications or maintenance schedule by performing the necessary work to place the facility in proper working condition. In this instance, the County may assess the current Property Owner for the cost of such repair work, which assessed cost shall be a lien on the property and may be placed on the ad valorem tax bill for the property and collected in the ordinary manner for such taxes. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the County 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 County.

SECTION 5.

The actions described in the foregoing section are in addition to, and not in lieu of, any and all legal remedies available to the County as a result of the Property Owner's failure to maintain the facility or facilities.

SECTION 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 storm water runoff.

SECTION 7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be addressed in accordance with the maintenance schedule set forth in Exhibit "B" or in the approved plans and specifications. 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.

SECTION 8.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement and incorporated herein by reference 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. In accordance with any and all applicable County Ordinances and Regulations, the current Property Owner designates GASKINS as the person responsible for carrying out the inspection and maintenance. Future Property Owners shall designate their responsible party in writing to the County upon assuming ownership.

SECTION 9.

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the County and its officers, authorized agents and employees from and against any and all damages, accidents, casualties, occurrences or claims ("Claims") which might arise or be asserted against the County from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the County, except that this provision shall not apply to the extent that the Claims result from or arise out of the negligent or willful misconduct of the County or its officers, authorized agents and employees. In the event a Claim subject to indemnity under this provision is asserted against the County, its officers, authorized agents or employees, the County 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 subject to indemnity under this provision against the County, its officers, authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 10.

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Cherokee County, shall constitute a covenant running with the land in perpetuity, and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

SECTION 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.

SECTION 12.

Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT SO AGREED this 24th day of January, 2019.

Signed, sealed and delivered
in the presence of:

Linda R. Parker

Unofficial Witness

Katherine R. Russell

Notary Public

My Commission Expires: 4/22/2021

CURRENT PROPERTY OWNER:

2012 MIFP, LLC

By: [Signature]
Name: J. TIM MOORE
Title: PRESIDENT

[CORPORATE SEAL]

(NOTARIAL SEAL)

Address: 5700 W. Plano Parkway #3000
Plano, TX 75093
Phone: 972-371-5692
Fax: 972-371-5696

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered
in the presence of:

[Signature]

Unofficial Witness

Kristen Mary Falis

Notary Public

My Commission Expires: 12-13-21

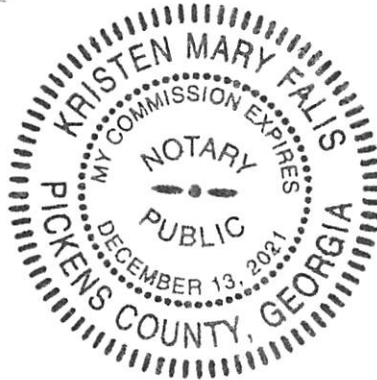
(NOTARIAL SEAL)

CHEROKEE COUNTY, GEORGIA

By: [Signature] (SEAL)

Name: Geoffrey E. Morton

Title: County Engineer (Per resolution passed by BOC
7/20/2005)



Attachments:

Exhibit A (Plat and Legal Description)

Exhibit B (Maintenance and Inspection Schedule)

Exhibit C (Access Easement Legal Description)

Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

EXHIBIT 'A'

PLAT AND LEGAL DESCRIPTION OF SUBJECT PROPERTY

Exterior Property Line Description for Lake Arrowhead ~ Pod G

All that tract or parcel of land lying and being in Land Lot 232 of the 22nd District, 2nd Section Cherokee County, Georgia, and being more particularly described as follows:

COMMENCING at the mitered intersection of the northeasterly 50 foot private right of way of Blue Heron Cove and the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said miter North 07 degrees 30 Minutes 00 seconds West a distance of 28.26 feet to a point on the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said right of way North 37 degrees 27 Minutes 05 seconds a distance of 34.41 feet to a #4 rebar set, and the **TRUE POINT of BEGINNING**:

Thence continuing along said right of way North 37 Degrees 27 Minutes 05 Seconds East a distance of 76.46 feet to a point;

Thence continuing along said right of way a curve turning to the left with an arc length of 181.41', said arc having a radius of 525.00' and being subtended by a chord bearing of North 27 Degrees 33 Minutes 08 Seconds East and being subtended by a chord length of 180.51' to a point;

Thence continuing along said right of way North 17 Degrees 39 Minutes 11 Seconds East a distance of 8.50 feet to a #4 rebar set;

Thence continuing along said right of way a curve turning to the left with an arc length of 330.69', said arc having a radius of 525.00' and being subtended by a chord bearing of North 00 Degrees 23 Minutes 29 Seconds West and being subtended by a chord length of 325.25' to a point;

Thence continuing along said right of way North 18 Degrees 26 Minutes 10 Seconds West a distance of 46.47 feet to a #4 rebar set;

Thence continuing along said right of way a curve turning to the right with an arc length of 165.82 feet, said arc having a radius of 387.00 feet and being subtended by a chord bearing of North 06 Degrees 09 Minutes 40 Seconds West and being subtended by a chord length of 164.56 feet to a point;

Thence continuing along said right of way North 06 Degrees 06 Minutes 50 Seconds East a distance of 8.09 feet to a point;

Thence continuing along said right of way a curve turning to the left with an arc length of 81.44 feet, said arc having a radius of 1013.00 feet and being subtended by a chord bearing of North 03 Degrees 48 Minutes 39 Seconds East and being subtended by a chord length of 81.41 feet to a #4 rebar set;

Thence leaving said right of way North 75 Degrees 18 Minutes 43 Seconds East a distance of 77.99 feet to a point;

Thence South 76 Degrees 11 Minutes 13 Seconds East a distance of 79.81 feet to a point;

Thence South 46 Degrees 46 Minutes 38 Seconds East a distance of 131.21 feet to a point;

Thence South 14 Degrees 01 Minutes 33 Seconds East a distance of 94.41 feet to a point;

Thence South 17 Degrees 38 Minutes 28 Seconds West a distance of 107.55 feet to a point;

Thence South 09 Degrees 22 Minutes 05 Seconds East a distance of 84.46 feet to a point;

Thence South 31 Degrees 49 Minutes 28 Seconds East a distance of 72.10 feet to a point;

Thence South 22 Degrees 38 Minutes 00 Seconds East a distance of 73.57 feet to a point;

Thence South 38 Degrees 38 Minutes 56 Seconds East a distance of 31.01 feet to a point;

Thence South 64 Degrees 48 Minutes 45 Seconds East a distance of 30.03 feet to a point;

Thence South 04 Degrees 07 Minutes 11 Seconds East a distance of 114.97 feet to a point;

Thence South 19 Degrees 08 Minutes 59 Seconds West a distance of 111.40 feet to a point;

Thence South 73 Degrees 10 Minutes 44 Seconds West a distance of 96.19 feet to a point;

Thence South 53 Degrees 40 Minutes 42 Seconds West a distance of 49.89 feet to a point;

Thence South 75 Degrees 09 Minutes 15 Seconds West a distance of 95.77 feet to a point;

Thence South 85 Degrees 38 Minutes 47 Seconds West a distance of 217.22 feet to a #4 rebar set and the **TRUE POINT OF BEGINNING**.

Said tract or parcel being 5.28 Acres more or less.

EXHIBIT 'B'

MAINTENANCE AND INSPECTION SCHEDULE

EXHIBIT B

3.2.5.7 Inspection and Maintenance Requirements

Table 3.2.4-2 Typical Maintenance Activities for Infiltration Trenches
(Source: EPA, 1999)

Activity	Schedule
<ul style="list-style-type: none">• Ensure that contributing area, facility and inlets are clear of debris.• Ensure that the contributing area is stabilized.• Remove sediment and oil/grease from pretreatment devices, as well as overflow structures.• Mow grass filter strips should be mowed as necessary. Remove grass clippings.	Monthly
<ul style="list-style-type: none">• Check observation wells following 3 days of dry weather. Failure to percolate within this time period indicates clogging.• Inspect pretreatment devices and diversion structures for sediment build-up and structural damage.• Remove trees that start to grow in the vicinity of the trench.	Semi-annual Inspection
<ul style="list-style-type: none">• Replace pea gravel/topsoil and top surface filter fabric (when clogged).	As needed
<ul style="list-style-type: none">• Perform total rehabilitation of the trench to maintain design storage capacity.• Excavate trench walls to expose clean soil.	Upon Failure

Additional Maintenance Considerations and Requirements

- ▶ A record should be kept of the dewatering time of an infiltration trench to determine if maintenance is necessary.
- ▶ Removed sediment and media may usually be disposed of in a landfill.



Regular inspection and maintenance is critical to the effective operation of infiltration trench facilities as designed. Maintenance responsibility for a infiltration trench should be vested with a responsible authority by means of a legally binding and enforceable maintenance agreement that is executed as a condition of plan approval.

EXHIBIT "C"

ACCESS EASEMENT LEGAL DESCRIPTION

Easement Description for the Water Quality Access Easement between lots 29 and 30 of Lake Arrowhead-Pod G

All that tract or parcel of land lying and being in Land Lot 232 of the 22nd District, 2nd Section Cherokee County, Georgia, and being more particularly described as follows:

COMMENCING at the mitered intersection of the northeasterly 50 foot private right of way of Blue Heron Cove and the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said miter North 07 degrees 30 Minutes 00 seconds West a distance of 28.26 feet to a point on the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said right of way North 37 degrees 27 Minutes 05 seconds East a distance of 110.87 feet to a #4 rebar set;

Thence continuing along said right of way a curve turning to the left with an arc length of 79.00 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 33 Degrees 08 Minutes 26 Seconds East, with a chord length of 78.93 feet to a point said point being the TRUE POINT of BEGINNING;

Thence continuing along said right of way a curve turning to the left with an arc length of 20.13 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 27 Degrees 43 Minutes 51 Seconds East, with a chord length of 20.13 feet to a point;

Thence departing said right of way South 68 Degrees 50 Minutes 19 Seconds East a distance of 179.97 feet to a point;

Thence South 63 Degrees 01 Minutes 49 Seconds East a distance of 29.61 feet to a point;

Thence South 86 Degrees 05 Minutes 26 Seconds West a distance of 2.15 feet to a point;

Thence South 85 Degrees 24 Minutes 50 Seconds West a distance of 14.34 feet to a point;

Thence South 72 Degrees 09 Minutes 35 Seconds West a distance of 14.75 feet to a point;

Thence South 72 Degrees 32 Minutes 08 Seconds West a distance of 1.43 feet to a point;

Thence North 63 Degrees 01 Minutes 49 Seconds West a distance of 3.05 feet to a point;

Thence North 68 degrees 50 minutes 19 seconds West a distance of 181.25 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement being 3,907 Sq. Ft. more or less.

Easement Description for the Water Quality Access Easement between lots 30 and 31 of Lake Arrowhead-Pod G

All that tract or parcel of land lying and being in Land Lot 232 of the 22nd District, 2nd Section Cherokee County, Georgia, and being more particularly described as follows:

COMMENCING at the mitered intersection of the northeasterly 50 foot private right of way of Blue Heron Cove and the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said miter North 07 degrees 30 Minutes 00 seconds West a distance of 28.26 feet to a point on the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said right of way North 37 degrees 27 Minutes 05 seconds East a distance of 110.87 feet to a #4 rebar set;

Thence continuing along said right of way a curve turning to the left with an arc length of 173.98 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 27 Degrees 57 Minutes 27 Seconds East, with a chord length of 173.19 feet to a point said point being the TRUE POINT of BEGINNING:

Thence continuing along said right of way a curve turning to the left with an arc length of 7.43 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 18 Degrees 03 Minutes 30 Seconds East, with a chord length of 7.43 feet to a point;

Thence continuing along said right of way North 17 Degrees 39 Minutes 11 Seconds East a distance of 8.50 feet to a point;

Thence continuing along said right of way a curve turning to the left with an arc length of 4.12 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 17 Degrees 25 Minutes 41 Seconds East, with a chord length of 4.12 feet to a point;

Thence departing said right of way South 68 Degrees 06 Minutes 49 Seconds East a distance of 267.14 feet to a point;

Thence North 16 Degrees 51 Minutes 32 Seconds East a distance of 109.53 feet to a point;

Thence South 73 Degrees 08 Minutes 28 Seconds East a distance of 10.00 feet to a point;

Thence South 16 Degrees 51 Minutes 32 Seconds West a distance of 130.49 feet to a point;

Thence North 68 Degrees 06 Minutes 49 Seconds West a distance of 277.50 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement being 6,646 Sq. Ft. more or less.

Easement Description for the Water Quality Access Easement between lots 33 and 34 of Lake Arrowhead-Pod G

All that tract or parcel of land lying and being in Land Lot 232 of the 22nd District, 2nd Section Cherokee County, Georgia, and being more particularly described as follows:

COMMENCING at the mitered intersection of the northeasterly 50 foot private right of way of Blue Heron Cove and the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said miter North 07 degrees 30 Minutes 00 seconds West a distance of 28.26 feet to a point on the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said right of way North 37 degrees 27 Minutes 05 seconds East a distance of 110.87 feet to a #4 rebar set;

Thence continuing along said right of way a curve turning to the left with an arc length of 180.86 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 27 Degrees 33 Minutes 08 Seconds East, with a chord length of 180.51 feet to a point;

Thence continuing along said right of way North 17 Degrees 39 Minutes 11 Seconds East a distance of 8.50 feet to a point;

Thence continuing along said right of way a curve turning to the left with an arc length of 183.14 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 07 Degrees 39 Minutes 35 Seconds East, with a chord length of 182.21 feet to a point, said point being the TRUE POINT of BEGINNING:

Thence continuing along said right of way a curve turning to the left with an arc length of 10.01 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 02 Degrees 52 Minutes 47 Seconds West, with a chord length of 10.01 feet to a point;

Thence continuing along said right of way North 03 Degrees 58 Minutes 19 Seconds West a distance of 10.00 feet to a point;

Thence departing said right of way North 84 Degrees 41 Minutes 48 Seconds East a distance of 145.94 feet to a point;

Thence North 24 Degrees 55 Minutes 57 Seconds West a distance of 71.95 feet to a point;

Thence North 65 Degrees 04 Minutes 03 Seconds East a distance of 10.00 feet to a point;

Thence South 25 Degrees 11 Minutes 55 Seconds East a distance of 75.65 feet to a point;

Thence South 28 Degrees 12 Minutes 52 Seconds East a distance of 111.26 feet to a point;

Thence South 61 Degrees 47 Minutes 08 Seconds West a distance of 10.00 feet to a point;

Thence North 28 Degrees 12 Minutes 52 Seconds West a distance of 93.77 feet to a point;

Thence South 84 Degrees 41 Minutes 48 Seconds West a distance of 155.18 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement being 4,895 Sq. Ft. more or less.

Easement Description for the Water Quality Access Easement between lots 35 and 36 of Lake Arrowhead-Pod G

All that tract or parcel of land lying and being in Land Lot 232 of the 22nd District, 2nd Section Cherokee County, Georgia, and being more particularly described as follows:

COMMENCING at the mitered intersection of the northeasterly 50 foot private right of way of Blue Heron Cove and the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said miter North 07 degrees 30 Minutes 00 seconds West a distance of 28.26 feet to a point on the southeasterly 50 foot private right of way of Clearwater Landing;

Thence along said right of way North 37 degrees 27 Minutes 05 seconds East a distance of 110.87 feet to a #4 rebar set;

Thence continuing along said right of way a curve turning to the left with an arc length of 180.86 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 27 Degrees 33 Minutes 08 Seconds East, with a chord length of 180.51 feet to a point;

Thence continuing along said right of way North 17 Degrees 39 Minutes 11 Seconds East a distance of 8.50 feet to a point;

Thence continuing along said right of way a curve turning to the left with an arc length of 330.69 feet, said arc having a radius of 525.00 feet, and being subtended by a chord bearing of North 00 Degrees 23 Minutes 29 Seconds West, with a chord length of 325.25 feet to a point;

Thence continuing along said right of way North 18 Degrees 26 Minutes 10 Seconds West a distance of 28.01 feet to a point, said point being the TRUE POINT of BEGINNING:

Thence continuing along said right of way North 18 Degrees 26 Minutes 10 Seconds West a distance of 18.46 feet to a point;

Thence continuing along said right of way a curve turning to the right with an arc length of 1.58 feet, said arc having a radius of 387.00 feet, and being subtended by a chord bearing of North 18 Degrees 19 Minutes 10 Seconds West, with a chord length of 1.58 feet to a point;

Thence departing said right of North 74 Degrees 50 Minutes 46 Seconds East a distance of 178.35 feet to a point;

Thence North 15 Degrees 39 Minutes 42 Seconds West a distance of 76.60 feet to a point;

Thence North 74 Degrees 20 Minutes 18 Seconds West a distance of 10.00 feet to a point;

Thence South 15 Degrees 39 Minutes 42 Seconds East a distance of 96.69 feet to a point;

Thence South 74 Degrees 50 Minutes 46 Seconds West a distance of 30.76 feet to a point;

Thence South 06 Degrees 38 Minutes 07 Seconds East a distance of 94.83 feet to a point;

Thence South 83 Degrees 21 Minutes 53 Seconds West a distance of 10.00 feet to a point;

Thence North 06 Degrees 38 Minutes 07 Seconds West a distance of 93.33 feet to a point;

Thence South 74 Degrees 50 Minutes 46 Seconds West a distance of 146.51 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement being 5,465 Sq. Ft. more or less.

Easement Description for the Water Quality Access Easement on the western side of Clearwater Landing across from lot 37 of Lake Arrowhead-Pod G

All that tract or parcel of land lying and being in Land Lot 232 of the 22nd District, 2nd Section Cherokee County, Georgia, and being more particularly described as follows:

COMMENCING at the mitered intersection of the northeasterly 50 foot private right of way of Blue Heron Cove and the southeasterly 50 foot private right of way of Clearwater Landing;

Thence North 04 degrees 35 minutes 14 seconds East a distance of 871.04 feet to a point on the westerly 50 foot private right of way of Clearwater Landing, said point being the TRUE POINT of BEGINNING:

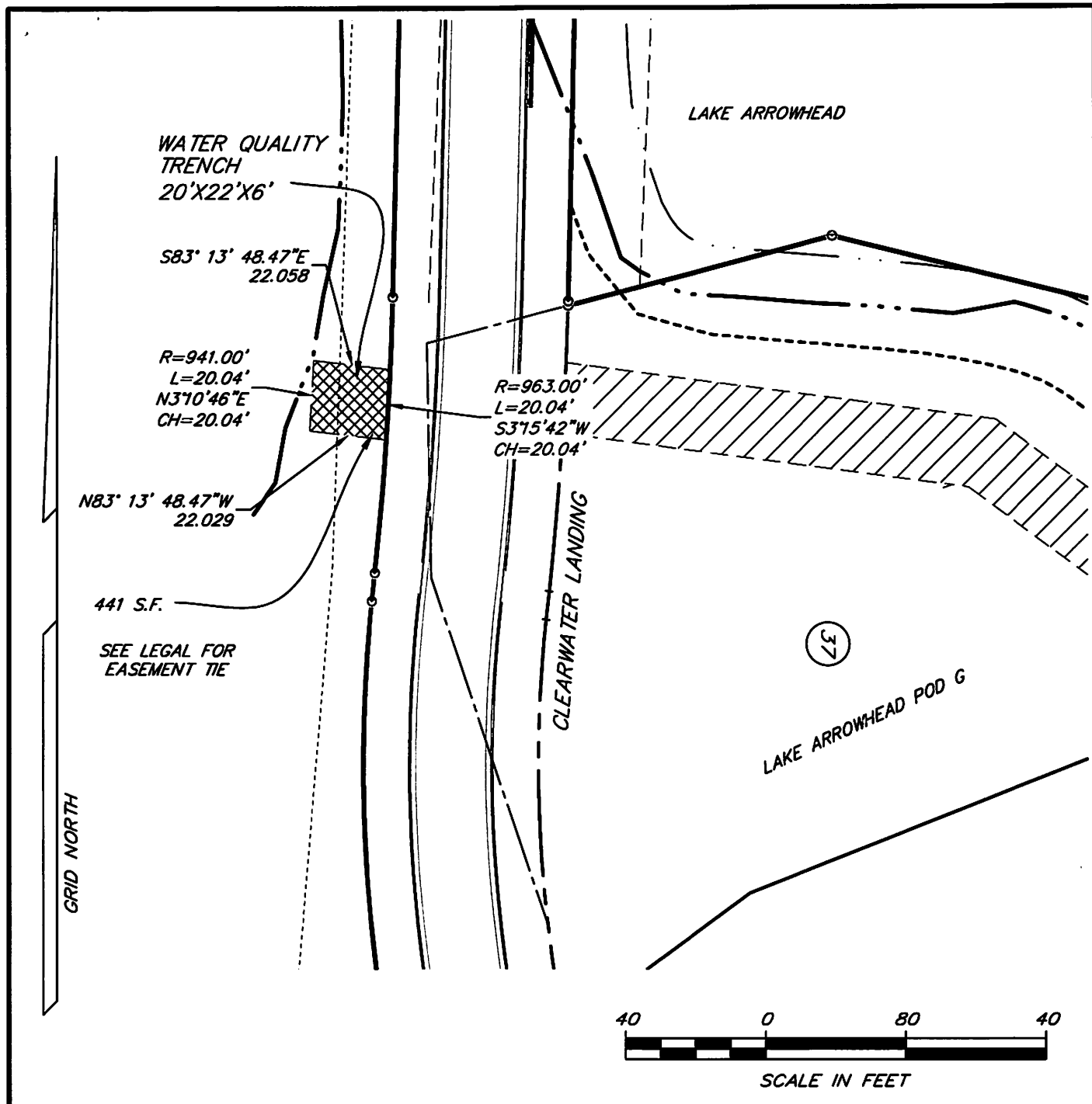
Thence departing said right of way North 83 Degrees 13 Minutes 49 Seconds West a distance of 22.03 feet to a point;

Thence a curve turning to the left with an arc length of 20.04 feet, said arc having a radius of 941.00 feet, and being subtended by a chord bearing of North 03 Degrees 10 Minutes 46 Seconds East, with a chord length of 20.04 feet to a point;

Thence South 83 degrees 13 minutes 49 seconds East a distance of 22.06 feet to a point on the westerly 50 foot private right of way of Clearwater Landing;

Thence along said right of way a curve turning to the right with an arc length of 20.04 feet, said arc having a radius of 963.00 feet, and being subtended by a chord bearing of South 03 Degrees 15 Minutes 42 Seconds West, with a chord length of 20.04 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement being 441 Sq. Ft. more or less.



Gaskins

ENGINEERING • SURVEYING • PLANNING/CONSULTING • CONSTRUCTION MGMT

Marietta Office
1266 Powder Springs Rd
Marietta, GA 30064
Phone: (770) 424-7168

LSF# 789
www.gscsurvey.com

Canton Office
147 Reinhardt College Pkwy
Ste. 3 Canton, GA 30114
Phone: (770) 479-9698

FIELD DATE: 11/12/2018

DRAWN BY: JIC

OFFICE DATE: 11/27/2018

CHECKED BY: DDR

SCALE: 1"=40'

FILE: P: J134

TRENCH EASEMENT EXHIBIT FOR:

LAKE ARROWHEAD
POD G
& PURCELL CO., INC.

LOCATED IN L.L. 232
22nd DISTRICT, 2nd SECTION
CHEROKEE COUNTY, GA.

EXHIBIT "D"

FACILITY MAINTENANCE REPORT

EXHIBIT D

Operation and Maintenance Inspection Report for Infiltration Trenches

(Adapted from Watershed Management Institute, Inc.)

Inspector Name _____ Project Location _____
 Inspection Date _____
 Watershed _____
 As-built Plans available? _____

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
1. Debris removal				
Trench surface clear of debris			M	
Inlets clear of debris			M	
Inflow pipes clear of debris			M	
Overflow spillway clear of debris			M	
2. Sediment traps, forebays, or pretreatment swales				
Obviously trapping sediment			A	
Greater than 50% of original storage volume remaining			A	
3. Vegetation				
Mowing done when necessary			M	
Fertilized per specification			M	
Any evidence of erosion			M	
Contributing drainage area stabilized			M	
4. Dewatering				
Trench dewatered between storms			M	
5. Sediment removal of trench				
Any evidence of sedimentation in trench			A	
Does sediment accumulation currently require removal			A	
6. Inlets				
Good condition			A	
Any evidence of erosion			A	
7. Outlets/overflow spillway				
Good condition (no need for repair)			A	
Any evidence of erosion			A	
8. Aggregate repairs				
Surface of aggregate clean			A	
Top layer of stone in need of replacement			A	
Trench in need of rehabilitation			A	

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
9. Vegetated surface				
Evidence of erosion present			M	
Perforated inlet functioning adequately			M	
Does water stand on vegetated surface			M	
Does good vegetative cover exist			M	
10. Overall function of facility				
Any evidence of flow bypassing facility			S	

Inspection Frequency Key A=Annual, M=Monthly, S=After major storm

Necessary Action:

If any of the items above were answered Yes for "Maintenance Needed", a time frame needs to be established for repair or correction.

No action necessary. Continue routine inspections.

Correct noted facility deficiencies by (date) _____

Facility repairs were previously indicated and completed. Site reinspection is necessary to verify corrections or improvements.

Site reinspection completed on (date) _____

Site reinspection was satisfactory.

Next routine inspection is scheduled for approximately (date): _____

Inspectors Signature

DEED BOOK:14335 PG:151
Filed: 02/15/2019 08:33 AM CFN: 28-2019-004250
Rec: \$46.00

Patty Baker, Clerk of Superior Court Cherokee Cty, GA

----- SPACE ABOVE FOR RECORDER'S USE -----

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

Inspection, Maintenance and Access Easement Agreement
(Please type or print legibly)

WHEREAS, the owner of the property (the "Property Owner"), which is currently 2012 MIFP, LLC, recognizes that the detention facility or facilities and/or the water quality device or devices (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, LAKE ARROWHEAD POD I, located in Land Lot(s) 232 & 237, District(s) 22, of Cherokee County, Georgia; and,

WHEREAS, the Property Owner is the owner of real property more particularly described on the attached Exhibit "A," incorporated herein by reference (hereinafter referred to as "the Property"); and,

WHEREAS, Cherokee County (hereinafter referred to as "the County") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the County require that the facilities be constructed and maintained on the property; and,

WHEREAS, the County's Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns and further require that the Property Owner enter into an Inspection and Maintenance Agreement containing the terms set forth in the Development Regulations.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this agreement and in consideration of the agreements and covenants contained in this document and the following terms and conditions, the parties hereto agree as follows:

SECTION 1.

The facility or facilities shall be constructed by the Property Owner in accordance with the approved plans and specifications for the development.

SECTION 2.

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition in a manner compliant with County requirements, and in accordance with the schedule of long term maintenance activities agreed hereto and attached hereto and incorporated herein by reference as Exhibit "B."

SECTION 3.

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants an access easement, as shown on Exhibit "C," attached hereto and incorporated herein by reference, to the County, its authorized agents and employees, to enter upon the property at reasonable times and in a reasonable manner for the purpose of inspection of the facility or facilities. Whenever possible, the County shall provide notice prior to entry. The Property Owner shall grant such right of access to Cherokee County to allow the County to inspect, observe, maintain, and repair the facility as deemed necessary by the County. The purpose of this easement is to allow the County, its authorized agents and employees, access for maintenance activities regarding the Water Quality Best Management Practice (BMP) facility in accordance with the terms of this Agreement or as otherwise authorized by law, 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 Cherokee County Engineering Department.

SECTION 4.

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications and in accordance with the maintenance schedule incorporated in this Agreement, the County, after thirty (30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) containing the information required by any and all applicable County Ordinances and Regulations and a reasonable opportunity for the Property Owner to correct the identified noncompliances, may correct a violation of the approved plans and specifications or maintenance schedule by performing the necessary work to place the facility in proper working condition. In this instance, the County may assess the current Property Owner for the cost of such repair work, which assessed cost shall be a lien on the property and may be placed on the ad valorem tax bill for the property and collected in the ordinary manner for such taxes. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the County 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 County.

SECTION 5.

The actions described in the foregoing section are in addition to, and not in lieu of, any and all legal remedies available to the County as a result of the Property Owner's failure to maintain the facility or facilities.

SECTION 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 storm water runoff.

SECTION 7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be addressed in accordance with the maintenance schedule set forth in Exhibit "B" or in the approved plans and specifications. 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.

SECTION 8.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement and incorporated herein by reference 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. In accordance with any and all applicable County Ordinances and Regulations, the current Property Owner designates GASKINS as the person responsible for carrying out the inspection and maintenance. Future Property Owners shall designate their responsible party in writing to the County upon assuming ownership.

SECTION 9.

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the County and its officers, authorized agents and employees from and against any and all damages, accidents, casualties, occurrences or claims ("Claims") which might arise or be asserted against the County from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the County, except that this provision shall not apply to the extent that the Claims result from or arise out of the negligent or willful misconduct of the County or its officers, authorized agents and employees. In the event a Claim subject to indemnity under this provision is asserted against the County, its officers, authorized agents or employees, the County 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 subject to indemnity under this provision against the County, its officers, authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 10.

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Cherokee County, shall constitute a covenant running with the land in perpetuity, and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

SECTION 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.

SECTION 12.

Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT SO AGREED this 24th day of January, 2019.

Signed, sealed and delivered
in the presence of:

Linda R. Parker

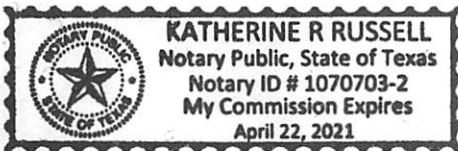
Unofficial Witness

Katherine R Russell

Notary Public

My Commission Expires: 4/22/2021

(NOTARIAL SEAL)



CURRENT PROPERTY OWNER:

2012 MIFP, LLC

By: [Signature]

Name: J. TIM MOORE

Title: PRESIDENT

[CORPORATE SEAL]

Address:

5700. W. Plano Parkway # 3000
Plano, TX 75093

Phone:

972-371 5692

Fax:

972-371 5696

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered
in the presence of:

Bij. L. My

Unofficial Witness

Kristen Mary Falls

Notary Public

My Commission Expires: 12-13-21

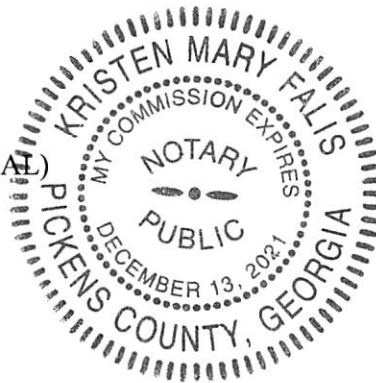
(NOTARIAL SEAL)

CHEROKEE COUNTY, GEORGIA

By: [Signature] (SEAL)

Name: GEORGE E. MORTON

Title: County Engineer (Per resolution passed by BOC
7/20/2005)



Attachments:

Exhibit A (Plat and Legal Description)

Exhibit B (Maintenance and Inspection Schedule)

Exhibit C (Access Easement Legal Description)

Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

EXHIBIT 'A'

PLAT AND LEGAL DESCRIPTION OF SUBJECT PROPERTY

[illegible]

EXHIBIT 'A'

Property Description for
Lake Arrowhead Pod I Exterior Boundary

ALL that tract or parcel of land lying and being in Land Lots 232 & 237, 22nd District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a State Plane Coordinate: Northing 1566431.59, Easting 2165390.13 at a Common Land Lot Corner of Land Lots 231, 232, 237 and 238;

THENCE along a tie line of North 31 degrees 32 minutes 04 seconds East, 202.45 feet to a point; said point being the POINT OF BEGINNING;

THENCE North 03 degrees 15 minutes 11 seconds East 104.98 feet to a point;

THENCE North 69 degrees 09 minutes 49 seconds East 183.04 feet to a point;

THENCE South 59 degrees 42 minutes 15 seconds East 57.53 feet to a point;

THENCE South 26 degrees 20 minutes 45 seconds East 98.60 feet to a point;

THENCE South 01 degrees 31 minutes 45 seconds East 58.20 feet to a point;

THENCE South 17 degrees 25 minutes 27 seconds East 137.27 feet to a point;

THENCE South 04 degrees 48 minutes 38 seconds East 67.49 feet to a point;

THENCE South 22 degrees 25 minutes 43 seconds East 139.47 feet to a point;

THENCE South 01 degrees 41 minutes 20 seconds East 478.22 feet to a point;

THENCE South 08 degrees 46 minutes 30 seconds West 122.47 feet to a point;

THENCE South 72 degrees 47 minutes 57 seconds West 115.81 feet to a point;

THENCE South 85 degrees 17 minutes 49 seconds West 108.13 feet to a point;

THENCE North 06 degrees 32 minutes 40 seconds West 178.37 feet to a point;

THENCE North 02 degrees 55 minutes 48 seconds West 375.60 feet to a point;

THENCE North 09 degrees 42 minutes 25 seconds West 248.26 feet to a point;

THENCE North 20 degrees 48 minutes 21 seconds West 190.33 feet to a point;
said point being the POINT OF BEGINNING;

Said tract of land contains 283,747 Sq. Ft. (6.51 Acres) more or less.

EXHIBIT 'B'

MAINTENANCE AND INSPECTION SCHEDULE

EXHIBIT B

3.2.5.7 Inspection and Maintenance Requirements

Table 3.2.4-2 Typical Maintenance Activities for Infiltration Trenches
(Source: EPA, 1999)

Activity	Schedule
<ul style="list-style-type: none">• Ensure that contributing area, facility and inlets are clear of debris.• Ensure that the contributing area is stabilized.• Remove sediment and oil/grease from pretreatment devices, as well as overflow structures.• Mow grass filter strips should be mowed as necessary. Remove grass clippings.	Monthly
<ul style="list-style-type: none">• Check observation wells following 3 days of dry weather. Failure to percolate within this time period indicates clogging.• Inspect pretreatment devices and diversion structures for sediment build-up and structural damage.• Remove trees that start to grow in the vicinity of the trench.	Semi-annual Inspection
<ul style="list-style-type: none">• Replace pea gravel/topsoil and top surface filter fabric (when clogged).	As needed
<ul style="list-style-type: none">• Perform total rehabilitation of the trench to maintain design storage capacity.• Excavate trench walls to expose clean soil.	Upon Failure

Additional Maintenance Considerations and Requirements

- ▶ A record should be kept of the dewatering time of an infiltration trench to determine if maintenance is necessary.
- ▶ Removed sediment and media may usually be disposed of in a landfill.



Regular inspection and maintenance is critical to the effective operation of infiltration trench facilities as designed. Maintenance responsibility for a infiltration trench should be vested with a responsible authority by means of a legally binding and enforceable maintenance agreement that is executed as a condition of plan approval.

EXHIBIT "C"

ACCESS EASEMENT LEGAL DESCRIPTION

EXHIBIT 'C'

Easement Description for the Water Quality Access Easement
Lake Arrowhead Pod I between Lot 38 and Open Space

ALL that tract or parcel of land lying and being in Land Lot 232, 22nd District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a State Plane Coordinate: Northing 1566431.59, Easting 2165390.13 at a Common Land Lot Corner of Land Lots 231, 232, 237 and 238;

THENCE along a tie line of South 26 degrees 33 minutes 21 seconds East, 803.84 feet to a point; said point being the POINT OF BEGINNING;

THENCE South 08 degrees 38 minutes 32 seconds East, 70.36 feet to a point;

THENCE South 72 degrees 47 minutes 57 seconds West, 8.05 feet to a point;

THENCE South 85 degrees 17 minutes 49 seconds West, 12.07 feet to a point;

THENCE North 08 degrees 38 minutes 32 seconds West, 44.57 feet to a point;

THENCE along a curve to the right, an arc distance of 3.46 feet, said curve having a radius of 175.00 feet and being subtended by a chord of 3.46 feet, at North 33 degrees 24 minutes 12 seconds East, to a point;

THENCE along a curve to the left, an arc distance of 29.53 feet, said curve having a radius of 147.00 feet and being subtended by a chord of 29.48 feet, at North 28 degrees 12 minutes 49 seconds East, to a point; said point being the POINT OF BEGINNING;

Said tract of land contains 1,141 Sq. Ft. more or less.

EXHIBIT 'C'

Easement Description for the Water Quality Access Easement
Lake Arrowhead Pod I between Lots 40 and 41

ALL that tract or parcel of land lying and being in Land Lot 232, 22nd District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a State Plane Coordinate: Northing 1566431.59, Easting 2165390.13 at a Common Land Lot Corner of Land Lots 231, 232, 237 and 238;

THENCE along a tie line of South 36 degrees 08 minutes 12 seconds East, 573.27 feet to a point; said point being the POINT OF BEGINNING;

THENCE North 83 degrees 26 minutes 17 seconds East, 116.22 feet to a point;

THENCE South 00 degrees 40 minutes 26 seconds East, 97.23 feet to a point;

THENCE South 89 degrees 19 minutes 34 seconds West, 10.00 feet to a point;

THENCE North 00 degrees 40 minutes 26 seconds West, 86.15 feet to a point;

THENCE South 83 degrees 26 minutes 17 seconds West, 105.14 feet to a point;

THENCE along a curve to the right, an arc distance of 9.99 feet, said curve having a radius of 1,724.72 feet and being subtended by a chord of 10.00 feet, at North 06 degrees 33 minutes 43 seconds West, to a point; said point being the POINT OF BEGINNING;

Said tract of land contains 2,024 Sq. Ft. more or less.

EXHIBIT 'C'

**Easement Description for the Water Quality Access Easement
Lake Arrowhead Pod I between Lots 42 - 44**

ALL that tract or parcel of land lying and being in Land Lot 232, 22nd District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a State Plane Coordinate: Northing 1566431.59, Easting 2165390.13 at a Common Land Lot Corner of Land Lots 231, 232, 237 and 238;

THENCE along a tie line of South 49 degrees 29 minutes 12 seconds East, 421.41 feet to a point; said point being the POINT OF BEGINNING;

THENCE North 83 degrees 30 minutes 14 seconds East, 114.79 feet to a point;

THENCE North 02 degrees 26 minutes 47 seconds West, 80.85 feet to a point;

THENCE North 15 degrees 43 minutes 19 seconds West, 52.65 feet to a point;

THENCE North 74 degrees 16 minutes 41 seconds East, 10.00 feet to a point;

THENCE South 15 degrees 43 minutes 19 seconds East, 53.81 feet to a point;

THENCE South 02 degrees 26 minutes 47 seconds East, 79.03 feet to a point;

THENCE South 16 degrees 00 minutes 35 seconds East, 9.36 feet to a point;

THENCE South 01 degrees 31 minutes 07 seconds West, 92.04 feet to a point;

THENCE North 88 degrees 28 minutes 53 seconds West, 10.00 feet to a point;

THENCE North 01 degrees 31 minutes 07 seconds East, 87.56 feet to a point;

THENCE South 83 degrees 30 minutes 14 seconds West, 115.99 feet to a point;

THENCE along a curve to the right, an arc distance of 9.97 feet, said curve having a radius of 1,724.17 feet and being subtended by a chord of 10.00 feet, at North 06 degrees 29 minutes 46 seconds West, to a point; said point being the POINT OF BEGINNING;

Said tract of land contains 3,487 Sq. Ft. more or less.

EXHIBIT 'C'

Easement Description for the Water Quality Access Easement
Lake Arrowhead Pod I between Lots 46 and 47

ALL that tract or parcel of land lying and being in Land Lot 237, 22nd District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a State Plane Coordinate: Northing 1566431.59, Easting 2165390.13 at a Common Land Lot Corner of Land Lots 231, 232, 237 and 238;

THENCE along a tie line of North 70 degrees 31 minutes 55 seconds East, 278.14 feet to a point; said point being the POINT OF BEGINNING;

THENCE North 17 degrees 20 minutes 47 seconds West, 10.00 feet to a point;

THENCE North 72 degrees 39 minutes 13 seconds East, 92.64 feet to a point;

THENCE North 21 degrees 35 minutes 55 seconds West, 56.38 feet to a point;

THENCE North 68 degrees 24 minutes 05 seconds East, 10.00 feet to a point;

THENCE South 21 degrees 35 minutes 55 seconds East, 60.68 feet to a point;

THENCE South 12 degrees 38 minutes 53 seconds East, 100.79 feet to a point;

THENCE South 77 degrees 21 minutes 07 seconds West, 10.00 feet to a point;

THENCE North 12 degrees 38 minutes 53 seconds West, 93.50 feet to a point;

THENCE South 72 degrees 39 minutes 13 seconds West, 92.36 feet to a point; said point being the POINT OF BEGINNING;

Said tract of land contains 2,534 Sq. Ft. more or less.

EXHIBIT 'C'

**Easement Description for the Water Quality Access Easement
Lake Arrowhead Pod I between Lot 48 and Open Space**

ALL that tract or parcel of land lying and being in Land Lot 237, 22nd District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a State Plane Coordinate: Northing 1566431.59, Easting 2165390.13 at a Common Land Lot Corner of Land Lots 231, 232, 237 and 238;

THENCE along a tie line of North 36 degrees 24 minutes 21 seconds East, 293.88 feet to a point; said point being the POINT OF BEGINNING;

THENCE North 18 degrees 16 minutes 35 seconds West, 47.78 feet to a point;

THENCE North 71 degrees 43 minutes 25 seconds East, 20.00 feet to a point;

THENCE South 18 degrees 16 minutes 35 seconds East, 47.78 feet to a point;

THENCE South 71 degrees 43 minutes 25 seconds West, 20.00 feet to a point; said point being the POINT OF BEGINNING;

Said tract of land contains 956 Sq. Ft. more or less.

EXHIBIT "D"

FACILITY MAINTENANCE REPORT

EXHIBIT D

Operation and Maintenance Inspection Report for Infiltration Trenches

(Adapted from Watershed Management Institute, Inc.)

Inspector Name _____ Project Location _____
 Inspection Date _____
 Watershed _____
 As-built Plans available? _____

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
1. Debris removal				
Trench surface clear of debris			M	
Inlets clear of debris			M	
Inflow pipes clear of debris			M	
Overflow spillway clear of debris			M	
2. Sediment traps, forebays, or pretreatment swales				
Obviously trapping sediment			A	
Greater than 50% of original storage volume remaining			A	
3. Vegetation				
Mowing done when necessary			M	
Fertilized per specification			M	
Any evidence of erosion			M	
Contributing drainage area stabilized			M	
4. Dewatering				
Trench dewaterers between storms			M	
5. Sediment removal of trench				
Any evidence of sedimentation in trench			A	
Does sediment accumulation currently require removal			A	
6. Inlets				
Good condition			A	
Any evidence of erosion			A	
7. Outlets/overflow spillway				
Good condition (no need for repair)			A	
Any evidence of erosion			A	
8. Aggregate repairs				
Surface of aggregate clean			A	
Top layer of stone in need of replacement			A	
Trench in need of rehabilitation			A	

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
9. Vegetated surface				
Evidence of erosion present			M	
Perforated inlet functioning adequately			M	
Does water stand on vegetated surface			M	
Does good vegetative cover exist			M	
10. Overall function of facility				
Any evidence of flow bypassing facility			S	

Inspection Frequency Key A=Annual, M=Monthly, S=After major storm

Necessary Action:

If any of the items above were answered Yes for "Maintenance Needed", a time frame needs to be established for repair or correction.

No action necessary. Continue routine inspections.

Correct noted facility deficiencies by (date) _____

Facility repairs were previously indicated and completed. Site reinspection is necessary to verify corrections or improvements.

Site reinspection completed on (date) _____

Site reinspection was satisfactory.

Next routine inspection is scheduled for approximately (date): _____

Inspectors Signature