WHEREAS, the Property Owner ___________ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called, __________________________, located in Land Lot(s) ____, District(s) ____, of the City of Snellville, Gwinnett County, Georgia; and,

WHEREAS, the Property Owner is the owner of real property more particularly described on the plat attached as Exhibit A, and,

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

WHEREAS, The 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.

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:

SECTION 1

The facility or facilities shall be constructed by the Property Owner in accordance with the 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 acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B. For purposes of this Agreement, Property Owner is defined as the ____________________________________________, as well as each subsequent individual lot owner in the subdivision known as ____________________________, which lots are shown on ____________________________, as recorded in the Superior Court of Gwinnett County.
SECTION 3

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the City of Snellville to allow the City 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.

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 in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in the Agreement, the City, 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 City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City 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 City.

SECTION 5

In the event the City, pursuant to the 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 City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property, or real properties of said Property Owner 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 City 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 catered for. The Property Owner will make accommodation for the removal and disposal of 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 provide the City with a bond or a letter of credit providing for the maintenance of the facility or facilities pursuant to the City’s Development Regulations concerning Maintenance Agreements.

SECTION 9

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit D and by this reference said report shall be made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

SECTION 10

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City 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 City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 11

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Gwinnett 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.

SECTION 12

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 13

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.
MAINTENANCE AGREEMENT

SO AGREED this __________________day of __________________________, 20___.

PROPERTY OWNER
CORPORATION

________________________________________________________________________

Name of Corporation: ________________________________, A Georgia Corporation

By: ________________________________     Attest: ________________________________

Title: ______________________________     Title: ________________________________
   (President or Vice President)     (Corporate Secretary or
   (Corporate Secretary Assistant)

(CORPORATE SEAL)

CITY OF SNELLVILLE, GEORGIA

Attest: ________________________________     By: ________________________________

City Clerk     Mayor, City of Snellville

(SEAL)

Attachments:  Exhibit A (Plat and Legal Description)
               Exhibit B (Maintenance and Inspection Schedule)
               Exhibit C (Access Easement)
               Exhibit D (Standard BMP Operation and Maintenance Inspection Report)
MAINTENANCE AGREEMENT

SO AGREED this __________________day of __________________________, 20__.  

PROPERTY OWNER  
PARTNERSHIP

________________________________________________________________________

Name of Partnership:__________________________________________________________________,  
A Georgia General Partnership Corporation

By: ____________________________(Seal)   Attest: ____________________________
Witness

Title: ____________________________ (Seal)  
General Partner  Notary Public

CITY OF SNELLVILLE, GEORGIA

Attest: ____________________________ By: ____________________________
City Clerk  Mayor, City of Snellville
(SEAL)

Attachments:  Exhibit A (Plat and Legal Description)  
Exhibit B (Maintenance and Inspection Schedule)  
Exhibit C (Access Easement)  
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)
MAINTENANCE AGREEMENT

SO AGREED this __________________day of __________________________, 20__.

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

______________________________________________________________

Name of LLC: ________________________________________________________________________

By: _________________________________   Attest: _________________________________

Title: ____________________________________ (Seal)

Managing Person      Notary Public

CITY OF SNELLVILLE, GEORGIA

Attest: ______________________________    By: _________________________________

City Clerk      Mayor, City of Snellville

(SEAL)

Attachments: Exhibit A (Plat and Legal Description)
Exhibit B (Maintenance and Inspection Schedule)
Exhibit C (Access Easement)
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)
MAINTENANCE AGREEMENT

SO AGREED this __________________ day of __________________________, 20__.

PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS
________________________________________________________________________

By : ____________________________________  Attest: _______________________________
Signature of Owner              Witness

____________________________________              _______________________________
Printed Name                   Printed Name

By: ____________________________________  Attest: _______________________________
Signature of Owner              Witness

____________________________________              _______________________________
Printed Name                   Printed Name

By: ____________________________________  Attest: _______________________________
Signature of Owner              Witness

____________________________________              _______________________________
Printed Name                   Printed Name

__________________________(Seal)
Notary Public

CITY OF SNELLVILLE, GEORGIA

Attest: ____________________________       By: _______________________________
City Clerk                      Mayor, City of Snellville

(SEAL)

Attachments: Exhibit A (Plat and Legal Description)
Exhibit B (Maintenance and Inspection Schedule)
Exhibit C (Access Easement)
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)
PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

STATE OF GEORGIA

CITY OF SNELLVILLE

THIS EASEMENT granted this ______day of _______________________, 20____

between the property owner _________________________________ as party
of the first part, hereinafter referred to as Grantor, and CITY OF SNELLVILLE, 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 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 Maintenance Agreement, described by the legal description
attached hereto and as also 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 City of Snellville. This easement is required by the provisions of the Maintenance Agreement
executed by and between the Grantor and Grantee.
PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this __________________day of __________________________, 20__.

PROPERTY OWNER
CORPORATION

Name of Corporation: ________________________________, A Georgia Corporation

By: ________________________________ Attest: ________________________________
   (President or Vice President)       (Corporate Secretary or
   Corporate Secretary Assistant)

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat and Legal Description of Easement)
PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this ________________ day of __________________________, 20__.

PROPERTY OWNER
PARTNERSHIP

Name of Partnership: ____________________________________________
A Georgia General Partnership Corporation

By: ______________________________ (Seal)   Attest: ______________________________
    Witness

Title: ______________________________ (Seal)
    General Partner      Notary Public

Attachments:   Exhibit 1 (Plat and Legal Description Easement)
PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this ___________ day of _________________, 20__.

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

Name of LLC: ________________________________________________________________.

By: ___________________________________________ Attest: _______________________________
    Witness

Title: ___________________________________________ ___________________________(Seal)
    Managing Person Notary Public

Attachments: Exhibit 1 (Plat and Legal Description of Easement)
PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this ________________ day of ________________________, 20__.

PROPERTY OWNER

INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS

_________________________________________________________

By: ____________________________________  Attest: _______________________________

Signature of Owner              Witness

_________________________________________________________

Printed Name       Printed Name

By: ____________________________________  Attest: _______________________________

Signature of Owner              Witness

_________________________________________________________

Printed Name       Printed Name

By: ____________________________________  Attest: _______________________________

Signature of Owner              Witness

_________________________________________________________

Printed Name       Printed Name

___________________________ (Seal)

Notary Public

Attachments: Exhibit 1 (Plat and Legal Description of Easement)
BMP MAINTENANCE BOND CALCULATION

$20/CY x \% \text{ Impervious} \times \text{ Drainage Area (ac)} \times 1” \times 134.44 \text{ CY/AC-in}

or

½ the construction cost of the BMP

whichever is greater

Please show both calculations (attach extra sheets if necessary)
MAINTENANCE/PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we ___________________________ of ________________ County, State of ________________, as Principal and ______________________________________ as Surety, are held and bound unto City of Snellville, Georgia in the sum of $___________________ lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, the Principal will inspect and maintain the operational characteristics of any facility constructed on their property for storm water detention or water quality such that the facility complies with the requirements of the Development Regulations at the time the facility was approved by the City of Snellville as demonstrated in the Storm Water Management Report for the facility, and to maintain the facility free of obstruction, silt or debris.

WHEREAS, Storm Water Management facilities are required to minimize the impact of development on the storm water hydrology, hydraulics and water quality, under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Snellville and conditioned that the Principal shall well and truly maintain all storm drainage facilities used for water quality and quantity best management practices shown on the development plans for the property in accordance with standard requirements of the City of Snellville in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Maintenance Agreement with the City of Snellville, dated the __________ day of ________________, 20___, in which Principal agrees and warrants, that as a condition precedent to approval of the development plans for the property of the Principal entitled _____________________________, all storm drainage facilities used for water quality and quantity best management practices shall be maintained in accordance with the standards aforesaid for a period of 24 months, or such additional periods as the City of Snellville may require not to exceed a maximum of ten (10) years in the aggregate;

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the conditions of said contract, then the Surety shall be liable in payment to the City of Snellville of a sum not to exceed $__________ for the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Snellville.

SIGNED, SEALED AND DELIVERED THIS _______ day of ___________________, 20_____, in the presence of:

ATTEST: ______________________________________ (SEAL)

Principal Signature

______________________________

Printed Name and Title

______________________________

ATTEST: ______________________________________

Signature

______________________________

Printed Name and Title
SURETY AGREEMENT FOR MAINTENANCE LETTER OF CREDIT

DATE: ___________________________

SUBJECT: SURETY AGREEMENT FOR MAINTENANCE (LETTER OF CREDIT)

PROJECT NAME: ___________________________________________________

To Whom It May Concern:

This is to advise that ________________________________, as Surety, is holding at the request of ________________________________, as Principal, the amount of $____________________ as an assignment that the subject facility will be maintained in accordance with the City of Snellville regulations and for a period of 24 months this money will not be released until such time that we are notified in writing by the City of Snellville Department of Planning and Development that the work has been properly and satisfactorily completed in accordance with the Maintenance Agreement for the project executed by the Principal on ____________________________, 20_____.

WHEREAS, the Principal will inspect and maintain the operational characteristics of any facility constructed on their property for storm water detention or water quality such that the facility complies with requirements of the Development Regulations in effect at the time the facility was approved by the City of Snellville as demonstrated in the Storm Water Management Report for the facility, and to maintain the facility free of obstructions, silt or debris.

This is also to advise that if the Principal should fail to perform as stipulated in the said agreement, this party as Surety will reimburse the City of Snellville the amount of the cost of the needed repairs providing, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

BANK BY

________________________________  ATTEST: ____________________________
Typed Name of Issuer      Signature
________________________________
Signature      Typed Name
________________________________
Typed Name      (Title) Corporate Secretary
________________________________
Typed Title
BMP Facility Operation and Maintenance Inspection Report for Pond Facilities

(THIS MAY BE USED AS A TEMPLATE FOR OTHER BMPs)

Inspector Name __________________________ Community____________________________

Inspection Date __________________________ Address _______________________________

Type of BMP

Watershed ______________________________ Tax Map ______________________________

<table>
<thead>
<tr>
<th>ITEM INSPECTED</th>
<th>CHECKED</th>
<th>MAINTENANCE</th>
<th>OBSERVATIONS &amp; REMARKS</th>
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<tbody>
<tr>
<td></td>
<td>Yes</td>
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<td>No</td>
<td>Not Reqd</td>
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<tr>
<td>I. POND FACILITIES</td>
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<tr>
<td>A. Pond Dam Embankments and Emergency Spillways</td>
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<tr>
<td>1. Vegetation and Ground Cover Adequate</td>
<td>Yes</td>
<td>Reqd</td>
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<tr>
<td>2. Surface Erosion</td>
<td>No</td>
<td>Not Reqd</td>
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<tr>
<td>3. Animal Burrows</td>
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<td>4. Unauthorized Planting</td>
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<tr>
<td>5. Cracking, Bulging, or Sliding of Dam</td>
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<td>a. Upstream Face</td>
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<td>b. Downstream Face</td>
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<td>c. At or Beyond Toe</td>
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<tr>
<td>Upstream</td>
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<td>Downstream</td>
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<tr>
<td>d. Emergency Spillway</td>
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<td>6. Pond, Toe &amp; Chimney Drains Clear &amp; Functioning</td>
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<td>7. Seeps/Leaks on Downstream Face</td>
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<td>8. Slope Protection or Riprap Failures</td>
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<td>9. Vertical and Horizontal Alignment of Top of Dam as Per “As-Build” Plans</td>
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<tr>
<td>10. Emergency Spillway Clear of Obstructions and Debris</td>
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<td>11. Other (Specify)</td>
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<td>ITEM INSPECTED</td>
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<td>MAINTENANCE</td>
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<td>B. Riser and Principal Spillway</td>
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<td>Type: Reinforced Concrete</td>
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<td>Masonry</td>
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<td>*Indicates Dry Ponds Only</td>
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<td>1.* Low Flow Orifice Obstructed</td>
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<td>2.* Low Flow Trash Rack</td>
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<td>a. Debris Removal Necessary</td>
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<td>b. Corrosion Control</td>
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<td>3. Weir Trash Rack Maintenance</td>
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<td>a. Debris Removal Necessary</td>
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<td>b. Corrosion Control</td>
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<td>4. Excessive Sediment Accumulation Inside Riser</td>
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<td>5. Concrete/Masonry Condition Riser &amp; Barrels</td>
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<td>a. Cracks &amp; Displacement</td>
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<td>b. Minor Spalling (&lt;1”)</td>
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<td>c. Major Spalling (Rebars Exposed)</td>
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<td>d. Joint Failures</td>
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<td>e. Water Tightness</td>
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<td>6. Metal Pipe Condition</td>
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<td>7. Control Valve</td>
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<td>a. Operational/Exercised</td>
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<td>b. Chained and Locked</td>
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<td>8. Pond Drain Valve</td>
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<td>a. Operational/Exercised</td>
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<td>9. Outfall Channels Functioning</td>
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<td>10. Other (Specify)</td>
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<td>C. Permanent Pool – Wet Ponds</td>
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<tr>
<td>1. Undesirable Vegetative Growth</td>
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<td>ITEM INSPECTED</td>
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<td>MAINTENANCE</td>
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<td>2. Floating or Floatable Debris Removal Required</td>
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<td>3. Visible Pollution</td>
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<td>4. Shoreline Problems</td>
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<td>5. Other (Specify)</td>
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<td>D. Dry Pool Areas – Dry Pond</td>
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<td>1. Vegetation Adequate</td>
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<td>2. Undesirable Vegetative Growth</td>
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<td>3. Undesirable Woody Growth</td>
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<td>4. Low Flow Channels Clear of Obstructions</td>
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<td>5. Standing Water or Wet Spots</td>
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<td>6. Sediment and/or Trash Accumulation</td>
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<td>7. Other (Specify)</td>
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<tr>
<td>E. Condition of Outfalls into Pond Area</td>
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<tr>
<td>1. Rip Rap Failures</td>
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<td>2. Slope Invert Erosion</td>
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<td>3. Storm Drain Pipes</td>
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<td>4. Endwalls/Headwalls</td>
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<td>5. Other (Specify)</td>
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<td>F. Other</td>
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<td>1. Encroachments on Pond or Easement Area (Be Specific)</td>
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<tr>
<td>2. Complaints from Local Residents (Describe on Back)</td>
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<tr>
<td>3. Aesthetics</td>
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<tr>
<td>a. Grass Mowing Reqd.</td>
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<tr>
<td>b. Graffiti Removal Reqd.</td>
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<tr>
<td>c. Other</td>
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<tr>
<td>4. Public Hazards (Be Specific)</td>
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<td>5. Maintenance Access</td>
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</tbody>
</table>
II. SUMMARY

Inspector’s Remarks: ________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

1. Overall Condition of Facility (Check One)  Acceptable ______________

                                           Unacceptable ______________

2. Signed: _______________________________________________________

       Printed Name: _________________________________________________
       Date: __________________________________________________________________