

**COVENANTS FOR INSPECTION AND PERMANENT MAINTENANCE OF
STORMWATER AND/OR WATER QUALITY FACILITIES**

THE TERM STORMWATER FACILITIES (hereinafter "Facilities") SHALL HAVE THE SAME MEANING ASCRIBED TO IT PURSUANT TO T.C.A. § 68-221-1102, meaning drainage structures, conduits, combined sewers, sewers, and all device appurtenances by means of which storm water is collected, transported, pumped, treated or disposed of.

_____, (an individual/ a Tennessee or other state corporation/ partnership) with its (office/ residence) located at _____ (hereinafter "Property Owner") grants these Covenants for Inspection and Permanent Maintenance of Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the ___ day of _____, 20___, as an encumbrance upon the Property.

WITNESSETH, that

WHEREAS, The Town of Farragut is required by federal and state surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water degradation from development or redevelopment activities within its jurisdiction, and the Town of Farragut Stormwater Ordinance requires property owners to enter into permanent maintenance agreements for Facilities before the property is developed.

WHEREAS, the Property Owner warrants that it, he or she is the owner of the property described in the deed recorded as Instrument No. _____ in the Register of Deeds office for Knox County, Tennessee, being the same property designated as CLT Map _____, Parcel _____, and being prepared by _____ dated the ___ day of _____, 20___, a copy of which is on file with the Town of Farragut (herein the "Property").

NOW THEREFORE, as a condition of the Town of Farragut's issuance of a Grading Permit, the Property Owner warrants, covenants, and grants as follows:

1. The Property Owner desires to develop all or a portion of the above described Property according to the Grading Permit issued by the Town of Farragut based on the Property Owner's site plan/subdivision plat entitled _____ dated _____, 20___ and prepared by _____ (hereinafter "Plan").
2. The Property Owner shall record the Covenants in the Knox County Register's Office before the final site plan or final plat is signed by the Town of Farragut or a Certificate of Occupancy is issued, and before all or any portion of the Property is transferred or conveyed. A Maintenance and Repair Plan shall be recorded, an as exhibit to these Covenants.
3. The Property Owner shall, upon the recording of the Covenants, record a plat showing and accurately defining the easements for Facilities and the access easements to these Facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the Property Owner is responsible for maintaining the facility. A copy of the recorded plat must be furnished to the Town of Farragut.
4. To ensure that subsequent property owners have notice of these Covenants and the obligations therein, the Property Owner will include in all instruments conveying any or all of the above described Property on which the Facilities are located, the specific instrument numbers referencing these Covenants and the recorded plat indicated in paragraph 3

herein.

5. The Property Owner will construct and maintain the Facilities in strict accord with the Plan, specifications, calculations, and conditions required by the Town of Farragut, including but not limited to the Town's ordinances and the Maintenance and Repair Plan.
6. The Property Owner shall provide a letter of credit acceptable to the Town of Farragut and in an amount to be determined by the Town of Farragut Engineering Department in a sum sufficient to guarantee that the stormwater facilities are constructed in accordance with the Plan.
7. The Property Owner shall maintain a copy of the Plan on site, together with a record of inspections and maintenance actions required by the Plan.
8. The Property Owner will maintain the approved Facilities in good working order acceptable to the Town of Farragut Engineering Department. Such maintenance obligation shall apply to Facilities located on private property outside of the public right-of-way and include the obligation to properly maintain all pipes, channels or other conveyances built to convey or treat stormwater to or from the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Minimum maintenance of said Facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the Facilities continue to meet the standards in said Plan.
9. The Property Owner shall inspect the site's Facilities ~~cppwcm~~ following installation of the of Facilities. It is the Property Owner's responsibility to maintain documentation of these inspections.
10. On June 30th, on or before the fifth year after the Facilities are put into actual service, and at least every five years thereafter, a comprehensive inspection of all Facilities shall be conducted and submitted to the Town Engineer. The inspection must be conducted by a professional engineer or landscape architect. These inspection reports must, at minimum, include:
 - a) Facility type
 - b) Inspection date and name of inspector
 - c) Latitude, longitude and nearest street address
 - d) Property owner information (i.e.- name, address, phone number, fax, and email)
 - e) A description of the Facility condition including vegetation and soils; inlet and outlet channels and structures; embankments, slopes and safety benches, spillways, weirs, and other control structures; and any sediment debris accumulation
 - f) Photographic documentation of the Facilities
 - g) Specific maintenance items or violations that need to be corrected by the Property owner along with deadlines and re-inspection dates
 - h) Remedial actions taken to repair, modify or reconstruct the Facility
 - i) Notification of any planned change in responsibility for the Facility

It shall be the Property Owner's responsibility to maintain documentation of these inspections.

11. In order to provide access to the Facilities by personnel, vehicles and equipment, the Property Owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the Town is required to remove the obstruction the Town will follow the notice procedure, double lien, and collection process as set forth in paragraph 12 herein.

In addition, the easement provided above is further described by Metes and Bounds in said Plan.

12. The Property Owner grants permission to the Town, its agents and employees, to enter upon the Property to inspect and monitor said Facilities whenever the Town deems necessary and further for the Town or its agents to repair, replace, maintain, and reconstruct said Facilities as permitted herein.

- a) If the Town determines that the Facilities are not being maintained in good working order and gives written notice to the current Property Owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the Property Owner fails to comply with the Town's notice within the time specified, the Property Owner authorizes the Town or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.
- b) The Property Owner further authorizes the Town to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the Property.
- c) If the Property Owner fails to pay the Town after forty-five (45) days written notice, the Property Owner authorizes the Town to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.
- d) The Property Owner recognizes, however, that this remedy does not obligate the Town to maintain or repair any Facilities or restrict the Town from pursuing other or additional legal remedies against the Property Owner. Further, the Property Owner recognizes that these covenants impose no liability of any kind whatsoever of the Town and the Property Owner agrees to hold the Town harmless from any liability in the event the Facilities fail to operate properly.

13. The Property Owner agrees that as a condition upon the obligations, covenants and agreements for maintenance and repair of the Facilities hereunder being assumed by a property owner's association, the deed restrictions and covenants for the subdivision or other development will include mandatory membership in the property owners' association responsible for providing maintenance of the Facilities, will prohibit termination of this covenant by unilateral action of the association, and provide for unpaid dues or assessments to constitute a lien upon the property of an owner upon recording a notice of non-payment.

14. These Covenants must be re-approved and re-executed by the Town if all or a portion of the Property is subdivided or assembled with other property.

15. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon

conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants. These Covenants are permanent and shall run with the land.

IN WITNESS WHEREOF, WE HAVE SET OUT HANDS THIS ____ DAY OF _____, 20__.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) _____

(Sign Name Here) _____

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the _____ of _____ and is authorized by _____ to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

TOWN OF FARRAGUT, TENNESSEE:

By: Town of Farragut Mayor

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the _____ of _____ and is authorized by _____ to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

APPROVED AS TO LEGAL FORM:

CONTRACT NO. _____

TOWN OF FARRAGUT LAW DIRECTOR

DATE