



APPENDIX F

Maintenance Covenants

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**COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER
MANAGEMENT FACILITIES AND BEST MANAGEMENT PRACTICES**

THE TERMS STORMWATER MANAGEMENT FACILITIES AND BEST MANAGEMENT PRACTICES MAY REFER TO: detention basins, retention basins, water quality basins, water quality wetlands, vegetated buffers, swales, pipes, oil/water separators, sand filtering devices, water quality credit areas, etc.

_____, (an individual/ a Tennessee or other state corporation/
partnership) with its (office/ residence) located at _____,
(hereinafter "Property Owner") grants these Covenants for Maintenance of Water
Quality Facilities and Best Management Practices (hereinafter "Covenants") on this the
_____ day of _____.

WITNESSETH:

WHEREAS, The City of _____ Stormwater Management Ordinance requires
property owners to enter, into permanent maintenance agreements for water quality and
best management practices before the property is developed.

NOW THEREFORE, as a condition of the approval of a Stormwater Management
Plan by the City of _____, the property owner warrants, covenants, and grants as
follows:

1. The Property Owner warrants that it is the owner of property located in the
City of _____ at _____ (address); **CLT Number:** Map __ Insert _____
_____ Group _____ Parcel _____; and more specifically of record by
deed dated _____ in (**Warranty Book _____ Page _____ or as Instrument
Number _____**) with the City of _____ Register of Deeds (hereinafter- referred to as
the "Property") and that it has the right to grant said Covenants.

2. The Property Owner desires to develop all or a portion of the above
described property in accordance with the approved As-Built Certification for the
property entitled _____, dated _____ and prepared by _____
_____ (hereinafter "Plan").

3. The Property Owner will construct and maintain the water quality facilities
and best management practices in strict accord with the Plan, specifications,
calculations, and conditions required by the City of _____ .

4. The Property Owner will provide a surety bond, letter of credit, or cash bond
acceptable to the City of _____ and in an amount to be determined by the City of
to guarantee that the water quality facilities and best management practices are
constructed in accordance with the plan.

5. 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 water quality facilities and best management practices are located, the specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will provide for adequate long term operation and maintenance of the approved stormwater management facilities and best management practices described in the Plan to ensure that the facilities and practices remain in proper working condition in accordance with approved design standards and all applicable rules and regulations. The Property Owner shall perform such maintenance activities as described in the attached "Maintenance Guidance and Checklist", along with necessary landscaping (e.g., vegetation planting or removal, etc.) and trash removal as part of regular maintenance.

7. In order to provide access to stormwater management facilities and best management practices by personnel, vehicles and equipment, the Property Owner will provide an access easement from a public street in strict accord with the Plan and any conditions required by the Engineering Department. The access easement is twenty (20) feet in width, and has an internal unobstructed, traversable access width located within and along the entire length of the easement. 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 access to the facilities. If access to the facilities is obstructed and the City is required to remove the obstruction, the City will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein.

8. Property Owner grants permission to the City, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the City deems necessary and further for the City or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. If the City determines that the stormwater management facilities and/or best management practices are not being maintained in good working order, the City will provide written notice to the current Property Owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time frame. Said written notice must include identification of the property, the stormwater management facility(ies) or best management practice(s), a statement of the issue, and an estimate of the cost to repair, replace, reconstruct, or maintain said facilities.

10. (a) If the City determines that the stormwater management facilities and/or best management practices 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 City's notice within the time specified, Property Owner authorizes the City 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) Property Owner further authorizes the City 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 City after forty-five (45) days written notice, the Property Owner authorizes the City 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) Property Owner recognizes, however, that this remedy does not obligate the City to maintain or, repair any water quality facilities and/or best management practices or restrict the City from pursuing other or additional legal remedies against the Property Owner.

11. 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.

12. These Covenants are permanent and shall run with the land.

13. Property Owner will record a plat showing and accurately defining the easements for stormwater management facilities and best management practices an access easement 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 or practice.

14. Property Owner will record these Covenants with the County Register of Deeds and return the original to the City before the final plat is signed by the City, and before all or any portion of the property is transferred or conveyed.

15. Upon the Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the property owner may make application to the City for the return or refund of the bond, letter of credit or cash bond.

16. The Addendum attached hereto is made a part hereof, incorporated herein, and adopted by reference as if set out below.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS, THIS ____ DAY OF _____, _____.

PROPERTY OWNER:

CITY of _____, TENNESSEE



By: Mayor

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, the property owner, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF _____)

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 the _____ (property owner) _____ and is authorized by _____ (property owner) _____ to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in _____ County, Tennessee this the _ day of _____, 2__.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF _____)

APPROVED AS TO LEGAL FORM:

City Attorney

Date